

The Gazette of India

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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 24th March 1962.

No.	No. and Date	Issued by	Subject
18	S.O. 853, dated the 20th March 1962.	Ministry of Information and Broadcasting.	Approval of films specified therein.
	S.O. 854, dated the 20th March 1962.	Do.	Approval of films specified therein.
19	S.O. 855 to S.O. 858, dated the 24th March 1962.	Election Commission, India.	Notifications regarding biennial election to the Council of States by the members of the electoral College of Delhi.
20	S.O. 859, dated the 24th March 1962.	Ministry of Law.	The President is pleased to call upon the members of the electoral college of Delhi to elect a member to the Council of States.
21	S.O. 860, dated the 23rd March 1962.	Ministry of Finance.	Issue of an order of moratorium in respect of the Unity Bank Ltd., Madras for the period from 25th March 1962 to 24th June 1962.
22	S.O. 861, dated the 23rd March 1962.	Ministry of Labour and Employment.	Provisions of certain Chapters of the Employees' State Insurance Act, 1948, shall come into force in certain areas of the State of Andhra Pradesh.

Copies of the Gazettes Extraordinary mentioned above will be supplied on demand to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of the Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories)

ELECTION COMMISSION, INDIA

New Delhi, the 2nd April 1962

S.O. 981.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Assam, hereby nominates Shri B. W. Roy, I.A.S. as the Chief Electoral Officer for the State of Assam with effect from the date he takes over charge and until further orders. Commission's Notification No. 154/2/62, dated the 26th March, 1962, is hereby cancelled.

[No. 154/2/

By order,

PRAKASH NARAIN,

New Delhi, the 2nd April 1962

S.O. 982.—Whereas the election of Shri Bad Shah Gupta as a member of the House of the People from the Mainpuri constituency has been called in question by an election petition presented by Shri Ram Nath, son of Shri Bhurey Si, resident of Habilla, Hamlet of Urthan, Tahsil Karhal, District Mainpuri, Uttar Pradesh;

And whereas the Election Commission has caused a copy of the petition to be published in the official gazette and has served a copy thereof by post on each of the respondents under sub-section (1) of section 86 of the Representation of the People Act, 1951;

Now therefore, in exercise of the powers conferred by sections 86 and 8 of the said Act, the Election Commission hereby appoints Shri Rajendra Pr Saxena, District Judge, Farrukhabad, as the member of the Election Tribunal for the trial of the said petition and Farrukhabad as the place where the trial of the petition shall be held.

[No. 82/2

By order,

C. B. LAL, Under

MINISTRY OF HOME AFFAIRS

New Delhi, the 27th March 1962

S.O. 983.—In exercise of the powers conferred by sub-rule (1) of rule 16 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, after consultation with the Comptroller and Auditor General in relation to personnel serving in the Indian Audit and Accounts Department, the President has directed that in the Ministry of Home Affairs notification No. 20/16/60-Ests. dated the 13th March, 1962, the following amendments shall be made and shall be deemed always to have been made, namely:—

- (i) for the expression "not less than Rs. 110.00" occurring in S. No. 3, the expression "over Rs. 110.00" shall be substituted; and
- (ii) for the expression "less than Rs. 110.00" occurring in S. No. 4, the expression "Rs. 110.00 or less" shall be substituted.

[No. F. 20/16/60-Ests.(

B. D. JAYAL, Dy. S.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 26th March 1962

S.O. 984.—In pursuance of sub-section (2) of Section 7 of the Port Haj Committees Act 1932 (XX of 1932) the Central Government is pleased to nominate Shri A. R. Daffe, Deputy Commissioner of Police, South & Port, Bombay, as a member of the Port Haj Committee, Bombay, *vice* Shri N. S. Karkaray with effect from the 15th February, 1962.

[No. M.II-1181(13)62.]

B. C. MISHRA, Dy. Secy.

New Delhi, the 27th March 1962

S.O. 985.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Indian Foreign Service Rules, 1954, namely:—

1. These rules may be called the Indian Foreign Service (Amendment) Rules, 1962.
2. In the Indian Foreign Service Rules, 1954, in sub-rule (1) of rule 10,—
 - (i) to clause (iv), the following further proviso shall be added, namely:—
“Provided further that the special outfit allowance shall also be admissible to members of the Service—
 - (a) Who were serving at Kabul immediately before the commencement of the Indian Foreign Service (Amendment) Rules, 1962 and are expected to remain there up to the 29th February, 1962; or
 - (b) who have remained at Kabul for a major part of the period commencing from 1st October, 1961 and ending with the 28th February, 1962;”
 - (ii) in the note to clause (iv) after item 20, the following item shall be inserted, namely:—
“21. Kabul.”

[No. 171-GA/62.]

J. R. HIREMATH, Under Secy.

New Delhi, the 30th March 1962

S.O. 986.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises the Assistant Seamen Welfare Officer, High Commission of India in the United Kingdom, Liverpool and Glasgow Office, to perform the duties of a Vice-Consul with immediate effect.

[No. F. 6(1)Cons./61.]

P. H. DESAI, Under Secy.

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 28th March, 1962

S.O. 987—Statement of the Affairs of the Reserve Bank of India, as on the 23rd March, 1962

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	26,11,95,000
Reserve Fund	80,00,00,000	Rupee Com	7,18,000
National Agricultural Credit (Long-term Operations) Fund	50,00,00,000	Subsidiary Com	3,24,000
National Agricultural Credit (Stabilisation) Fund	6,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal	
		(b) External	
		(c) Government Treasury Bills	44,97,43,000
Deposits :—			
(a) Government			
(1) Central Government	51,79,23,000	Balances held abroad*	9,88,17,000
(2) Other Governments	31,21,44,000	**Loans and Advances to Governments	68,88,89,000
(b) Banks	77,18,54,000	Other Loans and Advances†	184,71,33,000
(c) Others	156,39,62,000	Investments	177,81,35,000
Bills Payable	30,66,69,000	Other Assets	33,40,21,000
Other Liabilities	57,58,23,000		
RUPEES	545,83,75,000	RUPEES	545,83,75,000

*Includes Cash & Short-term Securities

**Includes Temporary Overdrafts to State Governments

†The item 'Other Loans and Advances' includes Rs 43,18,00,000/ advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

Dated the 28th day of March, 1962.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 23rd day of March, 1962

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department . . .	26,11,95,000		A. Gold Coin and Bullion :-		
Notes in circulation . . .	2068,89,07,000		(a) Held in India . . .	117,76,03,000	
Total Notes issued . . .		2095,01,02,000	(b) Held outside India . . .		
			Foreign Securities . . .	123,86,07,000	
			TOTAL OF A . . .		241,62,10,000
			B. Rupee Coin . . .		116,22,40,000
			Government of India Rupee Securities . . .		1737,16,52,000
			Internal Bills of Exchange and other commercial paper . . .		
TOTAL LIABILITIES . . .		2095,01,02,000	TOTAL ASSETS . . .		2095,01,02,000

Dated the 28th day of March, 1962.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/62.]

A. BAKSI, Jr. Secy.

(Department of Economic Affairs)

New Delhi, the 30th March 1962

S.O. 988.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 11 of the said Act shall not be applicable to the Union Bank of Bijapur & Sholapur Limited, Bijapur till the expiry of the 31st day of March 1963, in so far as the said section would, by reason only of the territorial changes and formation of new States under the provisions of the States Reorganisation Act, 1956 (37 of 1956), require it to have paid-up capital and reserves of an aggregate value which is higher than the aggregate value of paid-up capital and reserves which it was required to have under the said section on the 31st October, 1956.

[No. F. 15(1)-BC/62.]

S.O. 989.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that in the case of the under-noted banking companies, the provisions of section 11 of the said Act shall not apply up to and including the 31st March, 1963.

1. Cochin Nayar Bank Ltd., Trichur.
2. Oriental Union Bank Ltd., Kaduthuruthy.
3. Prabartak Bank Ltd., Calcutta.
4. Suburban Bank (Private) Ltd., Trichur.

[No. F. 15(1)-BC/62.]

R. K. SESHADRI, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 30th March 1962

S.O. 990.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri A. Bakshi, Joint Secretary, Ministry of Finance, Department of Economic Affairs, New Delhi, as a member of the Life Insurance Corporation of India, Bombay, with immediate effect.

[No. 1(7)-INS(II)/60.]

P. GANGULEE, Dy. Secy.

(Department of Revenue)

INCOME-TAX

New Delhi, the 1st April, 1962

S.O. 991.—In exercise of the powers conferred by sub-section (iii) of clause (44) of section 2 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby authorises every Gazetted Officer of the Government of West Bengal, appointed to perform the functions of a Certificate-Officer under clause (3) of section 3 of the Bengal Public Demands Recovery Act, 1913 (Bengal Act III of 1913), to exercise the powers of a Tax Recovery Officer under the Income-Tax Act, 1961.

[No. F. No. 1(61)/61-T.P.L./1.]

S.O. 992.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of section 2 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby authorises every Gazetted Officer of the Government of Bihar, appointed to perform the functions of a Certificate-Officer under clause (3) of section 3 of the Bihar and Orissa Public Demands Recovery Act, 1914 (Bihar and Orissa Act IV of 1914), to exercise the powers of a Tax Recovery Officer under the Income-Tax Act, 1961.

[No. F. No. 1(61)/61-T.P.L./2.]

S.O. 993.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of section 2 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby authorises every Gazetted Officer of the Government of Orissa, appointed to perform the functions of a Certificate-Officer under clause (3) of section 3 of the Bihar and Orissa Public Demands Recovery Act, 1914 (Bihar and Orissa Act IV of 1914), to exercise the powers of a Tax Recovery Officer under the Income-Tax Act, 1961.

[No. F. 1(61)/61-T.P.L./3.]

V. V. CHARI, Joint Secy.

COLLECTORATE OF CENTRAL EXCISE: CALCUTTA & ORISSA

CENTRAL EXCISE

Calcutta the 22nd March 1962

S.O. 994.—In exercise of the powers conferred on me under Rules 143 and 233 of the Central Excise Rules, 1944, the undersigned hereby issues the following supplementary instructions which shall be observed by all licensees who desire to crush unmanufactured tobacco in the form of flakes into granule (Rawa) of tobacco capable of passing through a sieve made of wire not finer than 24 S.W.G. (0.5588 m.m. diameter) and containing not less than 18 uniform circular or square apertures per linear distance of 25.4 m.m. or who want to transport Rawa or admixture of Rawa and flake tobacco.

- (i) Permission to crush higher rated flakes of tobacco into lower rated Rawa in the warehouses shall be granted by Superintendent of Central Excise having jurisdiction, in *bonafide* cases where it is established that such crushing is necessary for preservation, sale or disposal of the tobacco.
- (ii) A licensee desirous of obtaining such permission shall apply in the prescribed form (enclosed) in triplicate. All the three copies of the application shall be presented to the Range Officer/Sector Officer in-charge of the warehouse, a week before the crushing is intended to start.
- (iii) The Range/Sector Officer shall visit the warehouse, examine the tobacco intended to be crushed and draw two representative samples from the lot. One sample shall be delivered to the licensee and the other retained by the Officer.
- (iv) The licensee shall start crushing operations only on receipt of the written permission from the Superintendent. Such crushing shall commence and termination on the dates specified by the Superintendent.
- (v) No restriction as to the quantity of flakes that may be taken up at a time for crushing into Rawa is imposed, but the crushing operations shall not be allowed to continue beyond three days from the date, the crushing starts. In exceptional circumstances, such as absence of labour etc. the Dy. Superintendent shall have authority to extend this period by one day.
- (vi) Crushing shall be undertaken between 9 a.m. and 5 p.m. only. The licensee shall maintain a datewise account of the tobacco crushed and the resultant products obtained on the original application itself. These entries shall be duly signed every day by the licensee or his authorised agent.
- (vii) When the period during which crushing operation is permitted by the Superintendent is over, the Dy. Superintendent in-charge, M.O.R. or in case of isolated Range the Inspector in-charge of the Range, shall visit the warehouse. The licensee shall produce before him the entire quantity of rawa, dust etc. obtained after crushing. If satisfied, the Dy. Superintendent, or the Range officer in-charge of isolated Range shall allow Rawa, Dust etc. to be warehoused after making suitable endorsement in W.R.G. 2 Part II register. Until this is done by the Dy. Superintendent or the Inspector, in case of the Isolated Range, no part clearance of the crushed Rawa, dust etc. shall be allowed.

(viii) Clearances of Rawa on payment of duty or in bond shall be allowed only by the Dy. Superintendent and in case of Isolated Range, the Inspector in-charge of the Range.

(ix) When in L.2 premises, Rawa is mixed with flakes to form a mixture, percentage of Rawa and flakes, in such mixture shall be shown in E.B. 3 book maintained by the licensee preparing or receiving such mixture in his premises. Such percentage shall also be recorded on all transport permits and sale notes issued for the movement of such admixture.

(x) For subsequent movement of mixture of rawa and flakes on transport documents including sale notes, the percentage of rawa and flakes in such mixture must be recorded with the rate of duty paid.

2. Provisions of para. 1 above, shall apply *mutatis mutandis* to separation of dust, rawa, flakes etc. out of mixture of tobacco also. Application for separation shall be made in the form enclosed. Percentage of dust, rawa, flakes etc. in the mixture tobacco shall be determined in the presence of independent witnesses at the time of taking samples by the Range/Sector Officer.

FORM OF APPLICATION FOR CRUSHING FLAKE TOBACCO INTO 18 GHARI RAWAL

I/We L. 5 No. of desire to crush unmanufactured tobacco in the form of flakes into 18 ghari Rawal. The particulars of tobacco intended to be crushed are given below. Immediately after crushing I intend to warehouse/clear on payment of duty the resultant rawa etc.

I/We undertaken to abide by the conditions laid down in Notification No. 3/1962, dated 22-3-1962 for crushing of flakes into rawal.

Place:
Date:

Signature of the licensee or his authorised agent.

Lot No.	Description	No. of packages	Qty. Kgs.	No. of T.P. 2/ T.P. 3 under which re-warehoused/ warehoused	D.F.W.	Fair market value per quintal flake form			Fair market value per quintal into rawa			Estimate Qty. of rawal to be obtained.	Detailed particulars of premises such as area where crushing will take place	Dates on which crushing is intended to be undertaken	Remarks
						Ex-duty Price	Duty	Total Price	Ex-duty Price	Duty	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Permission to crush above quantity and description of flakes from to allowed.

OR

Permission to crush above quantity and description of flakes into rawa is refused as such crushing is found to be unnecessary for the preservation, sale or disposal of the flake tobacco.

Date

Place:

SUPERINTENDENT OF CENTRAL EXCISE

FOR USE BY THE LICENSEE

Date	Quantity of tobacco crushed	Description and quantity of resultant rawa, dust etc. obtained at the end of the day	Signature of the licensee or his authorised agent	Remarks and signature of the Checking Central Excise Officer.
1	2	3	4	5

COLLECTORATE OF CENTRAL EXCISE: POONA

FORM OF APPLICATION FOR SEPARATION OF DUST, RAWA, FLAKES ETC., OUT OF MIXTURE TOBACCO

I/We L. 5 No.....of.....desire to separate rawa, flakes, dust etc. out of mixture tobacco particulars of which are given below. Immediately after separation, I intend to warehouse/clear on payment of duty the resultant products. I/We undertake to abide by the conditions laid down in Notification No. 3/1962 dated 22-3-1962 as amended from time to time.

Place :
Date :

Signature of the licensee or his authorised Agent.

Lot. No.	Description	No. of packages	Quantity kgs.	No. of T.P. 2/T.P. 3 under which re-warehoused/warehoused	D.F.W.	Percentage of (i) Dust, (ii) Rawa, (iii) Flakes, (iv) Kadi etc. in the mixture at the time of sampling by the Range Sector Officer	Detailed particulars of premises such as area where separation will take place	Dates on which separation is intended to be undertaken	Remarks
1	2	3	4	5	6	7	8	9	10

Permission to separate dust, rawa, flakes etc., out of the above mixture from.....to.....granted.

OR

Permission to separate dust, rawa, flakes etc., out of the above mixture is refused as such separation is found to be unnecessary for the preservation, sale or disposal of the flake tobacco.

Superintendent of Central Excise.

FOR USE BY THE LICENSEE

Date	Quantity of mixture separated	Description and quantity of resultant rawa, dust etc. obtained at the end of the day and individual percentage of each to the quantity in Cols. 2			Signature of the licensee or his authorised agent	Remarks and Signature of the checking Central Excise Officer
		Description	Quantity	Percentage		
1	2	3	4	5	6	7

[No 3/1062]

A K. ROY, Collector

CENTRAL EXCISE COLLECTORATE, HYDERABAD

Hyderabad, the 24th March 1962

S.O. 995.—In exercise of the powers conferred on Collectors of Central Excise under the Second proviso to Rules 15 and 16 of the Central Excise Rules, 1944 the Collector of Central Excise, Hyderabad is pleased to notify that no declaration will be necessary under the said rules in respect of unmanufactured tobacco grown in areas not exceeding the limit specified in Col. 5 of the Schedule given below and cured in quantities not exceeding the limit in Col. (6) of the same schedule in the whole of the revenue Jurisdictions set out in Col. (4) thereof.

2. The above exemption under Rules 15 and 16 of Central Excise Rules 1944 will not apply to flue cured tobacco.

SCHEDULE

Sl. No.	Name of the Central Excise Division	Name of the Central Excise Circle	Area exempted	Mad-area on which grower may undertake tobacco cultivation without a declaration under Rule 15 of Central Excise Rules 1944 in areas specified in Col. 4	Quantitative limit of tobacco which a tobacco curer may cure without a declaration under Rule 16 within the Jurisdiction of areas specified in Col. 4	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Nellore	Chittoor	Madanapalli West and Burakayalakota firkas of Madanapalli taluk, Chittoor District.	3 acres	27 Kgms.	

[No. 10/62.]

S.O. 996.—In exercise of the powers conferred on me under rule 54 of the Central Excise Rules 1944, I hereby direct that the manufacturers of Caustic Soda from Sodium Chloride by electrolytic process shall submit a monthly manufacturing report in the following proforma to the Central Excise Officer-in-charge in triplicate within seven days after the close of each month.

Range
MOR
Circle
Division
Collectorate: Hyderabad.

MONTHLY MANUFACTURING REPORT FOR CAUSTIC SODA

Month:

Name of the factory.

Sl. No.	Description	Weight in kilograms
1.	No. of working days.	
2.	Equivalent No. of hours cells worked at full load.	
3.	Hours lost.	
4.	No. of working cells.	
5.	(a) Opening balance of salt in process. (b) Sodium chloride content of 5(a).	

Sl. No.	Description	Weight in Kilograms
6.	(a) Quantity of salt received into process. (b) Sodium chloride content of 6(a).	
7.	(a) Total Salt [5(a) plus 6(a)]. (b) Total Sodium chloride content [5(b) plus 6(b)].	
8.	Quantity of materials made ready for despatch. (i) Caustic Soda solid containing.....% NaOH by weight (ii) Caustic Soda lye containing% NaOH.	
9.	Quantity of caustic Soda in process containing.....% Naoh by weight.	
10.	(a) Closing balance of Salt in process. (b) Sodium chloride content of 10(a).	
11.	(a) Quantity of salt consumed [7(a)—10(a)]. (b) Quantity of sodium chloride in 11(a).	
12.	Total caustic soda produced during the month in terms of 100% NaOH (calculated from serial Nos. 8 and 9).	
13.	Sodium Chloride consumed per Kgm. of 100% NaOH produced.	

Certified that the above particulars are true to the best of my knowledge and belief.

Signature of the Owner of the Factory.

Dated:

[No. 5/62.]

B. SEN, Collector.

MINISTRY OF STEEL, MINES & FUEL

(Department of Mines & Fuel)

New Delhi, the 29th March 1962

S.O. 997.—In exercise of the powers conferred by sub-section (2) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government, after consultation with the Government of the State of Uttar Pradesh hereby declares that it proposes to undertake prospecting operations in respect of coal in the State of Uttar Pradesh in the area specified in the Schedule below.

SCHEDULE

Drawing No. Rev/5/62

Serial No.	Name of village	Tahsil	Pargana	Pargana No.	Thana	Dist.	Area Remarks
1	Kakari	Dudhi	Singrauli	77	Misra (Khairwa)	Mirzapur	Part
2	Nakati	"	"	108	"	"	Full
3	Banshi	"	"	8	"	"	Full
4	Jamsila	"	"	43	"	"	Full
5	Karidanr	"	"	51	"	"	Full
6	Chanuwar	"	"	50	"	"	Part
7	Gharsari	"	"	"	"	"	Part
8	Mishra	"	"	101	"	"	Part
9	Harha	"	"	115	"	"	Full
10	Kohroual	"	"	84	"	"	Part
11	Jogi Chowra	"	"	46	"	"	Full

Serial No.	Name of village	Tahsil	Pargana	Pargana No.	Thana	Dist	Area Remarks
12	Bhairwa	Dudhi	Singrauli	..	Misra (Khairwa)	Mirzapur	Full
13	Marak	"	"	91	"	"	Part
14	Barwa Bhatauari	"	"	11	"	"	Part
15	Barwa	"	"	..	"	"	Full
16	Kota	"	"	82	"	"	Full
17	Rani Bari	"	"	63	"	"	Full
18	Chirkadant	"	"	49	"	"	Full

Total area
20.65 Sq. Miles
approximately

BOUNDARY DESCRIPTION :

- AB line passes along the common boundary of Madhya Pradesh and Uttar Pradesh.
- BC line passes through village Kakari, along the Eastern boundary of village Nakati, Banshi, Jamsila, Karidant and again through village Chanuwar.
- CD line passes through the village Gharsari, Misra, Kohrowal, again along the Southern Boundary of villages Bhairwa, Jogi Chowra, then through villages Marak, Barwa Bhatauri and then along the Northern boundary of villages, Parswar-Babu, Parswar Chaube and then along the Southern boundary of village Kota and along part and boundary of village Rani Bari.
- DA line passes along the centre line of Nala which is common boundary of Uttar Pradesh and Madhya Pradesh.

[No. C2-28(1)/62.]

P. S. KRISHNAN, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 27th March 1962

S.O. 998.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Arecanuts (Grading and Marking) Rules, 1952, the same having been previously published as required by the said section.

1. These rules may be called the Arecanuts (Grading and Marking) Amendment Rules, 1962.

2. In Schedule I to the Arecanuts (Grading and Marking) Rules, 1952 (hereinafter referred to as the said rules),

in column 2 of the Table, for the entries "1" and over but not exceeding 1.2", "0.9" and over but less than 1, "0.8" and over but less than 0.9" and "under 0.8", the entries "25 mm and over but not exceeding 30 mm", "23 mm and over but less than 25 mm", "20 mm and over but less than 23 mm" and "under 20 mm" shall respectively be substituted.

3. In Schedule II to the said rules,

in the design under Grade designation mark of arecanuts, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(1).]

S.O. 999.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Table Potato Grading and Marking Rules, 1950, the same having been previously published as required by the said section.

1. These rules may be called the Table Potato Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Table Potato Grading and Marking Rules, 1950 (hereinafter referred to as the said rules),

- (i) in the heading of column 3 of the Table, for the words and brackets, "(Minimum diameter in)", the words and brackets "(Minimum diameter in Millimetres)" shall be substituted;
- (ii) in column 3 of the table, for the "1½ in ***" and "1½ in", the entries "41 mm**" and "29 mm" shall respectively be substituted.
- (iii) in column 5 of the table, for the entry "a 1 in. mesh", the entry "25 mm mesh" shall be substituted,
- (iv) in the footnote of the Table, for the entries occurring under the marks**, "1½ in", "(2 in, 2.25 in, 2.5 in etc.)" and "3¼ inches", the entries "41 mm", "(51 mm, 57 mm, 64mm etc.)" and "89 mm", shall respectively be substituted.

3. In Schedule II to the said rules,

- (i) in the heading of column 3 of the Table, for the words and brackets, "(Minimum diameter in.)", the words and brackets, "(Minimum diameter in Millimetres)" shall be substituted,
- (ii) in column 3 of the table, for the entries, "1½ in**" and "1½ in", the entries "45 mm**" and "32 mm" shall respectively be substituted,
- (iii) in column 5 of the table, for the entry "a 1" mesh", the entry "25 mm mesh" shall be substituted,
- (iv) in the footnote of the Table, for the entries occurring under the marks**, "1½ in", "(2 in, 2.25 in, 2.5 in. etc.)" and "3¼ inches", the entries "45 mm", "(51 mm, 57 mm, 64 mm etc.)" "83 mm", shall respectively be substituted.

[No. F. 17-1/62-AM(ii).]

S.O. 1000.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Apples Grading and Marking Rules, 1938, the same having been previously published as required by the said section.

1. These rules may be called the Apples Grading and Marking (Amendment) Rules, 1962.

2. In clause (i) of sub-rule (4) of rule 6 of the Apples Grading and Marking Rules, 1938 (hereinafter referred to as the said rules), for the expression "21" × 16" × 9" and "3.024 cubic inches" the expressions "533 mm × 406 mm × 229 mm" and "49,555 cubic cm" shall respectively be substituted.

3. In Schedule I to the said rules,

- (i) in the heading of column 2 of the Table, for the words and brackets "Minimum diameter * at base (widest part) inches", the words and brackets "Minimum diameter * at base (widest part) millimetres" shall be substituted,
- (ii) in column 2 of the Table, for the entries "27", "2½", "2-3/8" and "2", the entries "73", "67", "60" and "51" shall respectively be substituted.

4. In Schedule II to the said rules,

in the design under Grade designation mark for packages of Apples, for the words "रत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(iii).]

S.O. 1001.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules to amend further the Plums Grading and Marking Rules, 1938, the same having been previously published as required by the said section.

1. These rules may be called the Plums Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Plums Grading and Marking Rules, 1938 (hereinafter referred to as the said rules),

(i) in the heading of column 2 of the Table, for the entries "Minimum * diameter in inches", the entries "Minimum * diameter in Millimetres" shall be substituted,

(ii) in column 2 of the Table, for the entries "1½", "1¼" and "1⅓" the entries, "41", "35" and "29" shall respectively be substituted.

3. In Schedule II to the said rules.

In the design under Grade designation mark for packages of plums, for the words "भारत की उत्पत्ति" the words "भारती उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(iv).]

S.O. 1002.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules to amend further the William Pears (Grading and Marking) Rules, 1953, the same having been previously published as required by the said section.

1. These rules may be called the William Pears (Grading and Marking) Amendment Rules, 1962.

2. In Schedule I to the William Pears (Grading and Marking) Rules, 1953 (hereinafter referred to as the said rules),

(i) in the heading of column 2 of the Table, for the entry "Size minimum inches", the entry "Size Minimum Millimetres" shall be substituted,

(ii) in column 2 of the table for entries "2½", "2¼", "2⅓" and "2", the entries "70", "64", "57" and "51" shall respectively be substituted,

(iii) in column 3 of the Table, for the entries, "¼ square inch", "½ square inch" and "1/8 square inch" against item 6, the entries "161 square mm", "323 square mm" and "81 square mm" shall respectively be substituted.

3. In Schedule II to the said rules,

In the design under Grade designation mark for William Pears, for the words "भारत की उत्पत्ति" the words "भारती उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(v).]

S.O. 1003.—In exercise of the powers conferred by section 3, of the Agricultural Produce (Grading and Marking) Act, 1937, (1 of 1937), the Central Government hereby makes the following rules to amend further the Grapes Grading and Marking Rules, 1937, the same having been previously published as required by the said section.

1. These rules may be called the Grapes Grading and Marking (Amendment), Rules, 1962.

2. For Schedules I to VII, to the Grapes Grading and Marking Rules, 1937, (hereinafter referred to as the said rules), the following Schedule I to VII, shall be substituted, namely:—

SCHEDULE I

Grade designations and definition of quality of Grapes Speen Kishmish (Sultana) produced in India.

Grade Designation	Definition of quality-special characteristics					
	Bunches			Berries		
	Minimum length*	Minimum weight	Shape	Size	Colour	Blemish‡
1	2	3	4	5	6	7
Special	Millimetres 254	Grams 292	The Bunch shall be well formed, having its normal cylindrical shape tapering to a point. The string (main stem) shall be covered with berries throughout the length.	Berries shall be reasonably uniform in size. Half or more of the berries in any bunch shall be at least 13 mms. in diameter†.	At least a quarter of the berries in each bunch shall show the normal amber colour of the variety.	Reasonably free from blemish.§ Blemish caused by handling or spraying and dusting may be permitted to the extent of 5% of the berries in any bunch.
A	152	175	As above	As above	As above	Reasonably free from blemish.§ Blemish caused by handling or spraying and dusting may be permitted to the extent of 10% of the berries in any bunch.
B	102	117	As above	As above	As above	As above

*As measured from the top-most berry to the lowest.

†i.e., the greatest diameter as measured at right angles to the longer axis.

‡Blemish as well as spraying or dusting marks includes mechanical damage to the skin, malformation and visible signs of insect infestation and damage caused by the attack of fungus diseases and insect-pests.

§A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed 1% by weight.

SCHEDULE II

Grade designations and definition of quality of Grapes Bedana produced in India.

Definition of quality-special characteristics						
Grade Designation	Bunches			Berries		Blemish†
	Minimum length*	Minimum weight	Shape	Size	Colour	
1	2	3	4	5	6	7
Special	Millimetres 203	Grams 233	The bunch shall be compact and well formed, having its normal irregularly cylindrical shape. The string (main stem) shall be covered with berries throughout the length. Gaps to the extent of 10% due to "Shelling"—(dropping of berries)—may be allowed.	Berries shall be reasonably uniform in size. Two thirds or more shall be at least 15 mms in diameter.†	At least half of the berries in each bunch shall show the normal greenish amber colour.	Reasonably free from blemish.§ Blemish caused by handling any spraying or dusting may be permitted to the extent of 10% of the berries in any bunch.
A	152	175	As above	Berries shall be reasonably uniform in size. At least half the berries in any bunch shall be at least 15 mms. in diameter.†	As above	Reasonably free from blemish.§ Blemish caused by handling and spraying or dusting may be permitted to the extent of 20% of the berries in any bunch.

*As measured from the top-most berry to the lowest.

i.e., the greatest diameter as measured at right angles to the longer axis.

†Blemish as well as spraying or dusting marks includes mechanical damage to the skin, malformation and visible signs of insect infestation and damage caused by the attack of fungus diseases and insect-pests.

§A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed ½% by weight.

SCHEDULE III
Grade designations and definitions of quality of Grapes Tor (Siah) produced in India

Grade Designation	Definition of quality—special characteristics					
	Bunches		Shape	Berries		Blemish **
	Minimum length†	Minimum weight		Size	Colour	
1	2	3	4	5	6	7
Special	Millimetres 152	Grams 350	The bunch shall be compact and well formed, having its normal irregularly conical shape. The string (main stem) shall be covered with berries throughout the length.	Berries shall be reasonably uniform in size. Two-thirds or more of the berries in any bunch shall be at least 20 mms. in diameter.*	At least two-thirds of the berries in each bunch shall have the normal dark purple colour of the variety.	Reasonably free from blemish.† Blemish caused by handling and spraying or dusting may be permitted to the extent of 5% of the berries in any bunch.
A	127	292	As above	Berries shall be reasonably uniform in size. Half or more of the berries in any bunch shall be at least 18 mms. in diameter.*	At least half of the berries in each bunch shall have the normal dark purple colour of the variety.	Reasonably free from Blemish. Blemish caused by handling & spraying or dusting may be permitted to the extent of 10% of the berries in any bunch.
B	102	233	As above	Berries shall be reasonably uniform in size. Half or more of the berries in any bunch shall be at least 15 mms. in diameter.*	At least one-third of the berries in each bunch shall have the normal dark purple colour of the variety.	As above.

†As measured from the top-most berry to the lowest.

*i.e., the greatest diameter as measured at right angles to the longer axis.

**Blemish as well as spraying or dusting marks includes mechanical damage to the skin, malformation and visible signs of insect infestations and damage caused by the attack of fungus diseases and insect-pests.

†A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed 1/2% by weight.

SCHEDULE IV

Grade designations and definitions of quality of Grapes Speen Sabi produced in India

Grade designation	Definition of quality—special characteristics					
	Bunches			Berries		
	Minimum length*	Minimum weight	Shape	Size	Colour	Blemish†
I	2	3	4	5	6	7
	Milli- metres	Grams				
Special	229	262	The bunch shall have its normal shape of being long and cylindrical. The String (main stem) shall be covered with berries throughout the length.	Berries shall be reasonably uniform in size. Two thirds or more shall be at least 18 mm in diameter† and 25 mm. in length.	At least two-thirds of the berries in each bunch shall show the normal greenish amber (translucent) colour of the variety.	Reasonably free from blemish.§ Blemish caused by handling and spraying or dusting may be permitted to the extent of 5% of the berries in a bunch.
A	178	204	As above.	Berries shall be reasonably uniform in size. Half or more shall be at least 15 mm. in diameter† and 23 mm. in length.	As above.	As above.

*As measured from the top-most berry to the lowest.

†i.e., the greatest diameter as measured at right angles to the longer axis which indicates length.

‡Blemish as well as spraying or dusting marks includes mechanical damage to the skin, malformation and visible signs of insect infestation and damage due to the attack of fungus diseases and insect-pests.

§A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed 1/2% by weight.

SCHEDULE V
Grade designations and definition of quality of Grapes *Sur Sabin* produced in India

Grade designation	Definition of quality—special characteristics					
	Bunches		Shape	Berries		Blemish†
	Minimum length*	Minimum weight		Size	Colour	
I	2	3	4	5	6	7
	Millimetres	Grams				
Special	203	292	The bunch shall have its normal shape of being slightly shouldered, longish, more or less cylindrical and fairly compact and it shall be well formed. The main stem shall be covered with berries throughout the length.	Berries shall be reasonably uniform in size. Two-third or more of the berries shall be at least 20 mm. in diameter† and 25 mm in length. No berry shall be less than 15 mm. in diameter† and 20 mm. in length (Tolerance 5% for undersized berries may be allowed).	At least two-thirds of the berries in each bunch shall show the normal dull dark maroon colour of the variety.	Reasonably free from blemish‡. Blemish caused by handling and spraying or dusting may be permitted to the extent of 5% of the berries in a bunch.
A	127	146	The bunch may be more or less conical in shape. It shall be compact and well formed. The length of the bunch shall be more than the width at the shoulder. Gaps to the extent of 10% due to "shelling" (the dropping of the berries) may be allowed.	Berries shall be reasonably uniform in size. Half or more of the berries shall be at least 20 mm in diameter† and 23 mm. in length. (Tolerance 5% for undersized berries may be allowed.)	As above.	Reasonably free from blemish‡. Blemish caused by handling and spraying or dusting may be permitted to the extent of 10% of the berries in a bunch.

*As measured from the top-most berry to the lowest.

† i.e., the greatest diameter as measured at right angles to the longer axis which indicates length.

‡Blemish as well as spraying or dusting marks includes mechanical damage to the skin, mildew, malformation and visible signs of insect infestation and damage due to the attack of fungus diseases and insect-pests.

§A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed $\frac{1}{4}\%$ by weight.

SCHEDULE VI

Grade designations and definitions of quality of Grapes Tass produced in India

Grade designation	Definition of quality—special characteristics					
	Bunches		Shape	Berries		Blemish†
	Minimum length*	Minimum weight		Size	Colour	
1	2	3	4	5	6	7
	Millime- tres	Grams				
Special	152	350	The bunch shall be massive and very compact, having its normal irregularly conical shape. The main stem shall be reasonably covered with berries throughout the length.	Berries shall be reasonably uniform in size. Two-thirds or more shall be at least 20mm in diameter †	At least two-thirds of the berries shall show the normal dull pale yellow colour of the variety.	Reasonably free from blemish ‡. Blemish caused by handling and spraying or dusting may be permitted to the extent of 20% of the berries in a bunch. Brown marking on the skin due to discolouration may be permitted to the extent of 50%.

*As measured from the top-most berry to the lowest.

†I.e., the greatest diameter as measured at right angles to the longer axis which indicates length.

‡Blemish as well as what is caused by handling and spraying or dusting includes mechanical damages to the skins, malformation and visible signs of insect infestation and damage due to the attack of fungus diseases and insectpests.

\$A 5% tolerance shall be allowed in respect of blemish other than spraying or dusting marks but the total of serious defects including mould and decay shall not exceed 1/2% by weight.

SCHEDULE VII
Grade designations and definition of quality of Grapes Bhokari produced in India

Definition of quality—special characteristics

Grade designation	Bunches		Berries			
	Minimum length*	Minimum weight	Shape	Size	Colour	Blemish†
	2 Millime- tres	3 Grams	4	5	6	7
Special	203	567	The bunch shall be compact and well formed having its normal cylindrical shape tapering towards the end. The string (main stem) shall be reasonably covered with berries throughout the length.	Berries shall be reasonably uniform in size. Two-thirds or more of the berries in any bunch shall be at least 19mm in diameter‡.	At least two-thirds of the berries in each bunch shall show the normal pale purple colour of the variety.	Reasonably free from blemish §. Blemish due to handling and spraying or dusting may be permitted to the extent of 5 per cent. of the berries in any bunch.
A	152	425	The string (main stem) shall be reasonably covered and surrounded by berries throughout the length.	Berries shall be reasonably uniform in size. Half or more of the berries in any bunch shall be at least 13 mm in diameter‡.	At least half of the berries in any bunch§ shall show the normal pale purple colour of the variety.	Reasonably free from blemish §. Blemish due to handling and spraying or dusting may be permitted to the extent of 20 per cent. of the berries in any bunch.
B	102	283	The length of the bunch shall be greater than the breadth of the shoulder. Slight gaps on the string may be permitted to the extent of 5% of the berries.	Berries shall be reasonably uniform in size. Half or more of the berries in any bunch shall be at least 13 mm in diameter‡.	As above.	Reasonably free from blemish §. Blemish due to handling and spraying or dusting may be permitted to the extent of 30 per cent. of the berries in any bunch.

*As measured from the top-most berry to the lowest.

f.i.e., the greatest diameter as measured at right angles to the longer axis.

†Blemish as well as spraying or dusting marks includes mechanical damage to the skin, mildew, malformation and visible sign of insect infestation.

‡A 5% tolerance shall be allowed in special and grade A and 10% in grade B, but the total of serious defects including mould and decay be limited to 1/2% by weight.

3. In Schedule VIII, of the said rules,

in the design under Grade designation mark for packages of Grapes, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM (vi).]

S.O. 1004.—In exercise of the powers conferred by section 3, of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, to amend further the Handpicked Selected Groundnut Grading and Marking Rules, 1939, the same having been previously published as required by the said section.

1. These rules may be called the Handpicked Selected Groundnut Grading and Marking (Amendment) Rules, 1962.

2. In rule 6 of the Handpicked Selected Groundnut Grading and Marking Rules, 1939, hereinafter referred to as the said rules),

- (i) in sub-rule (I), for the figures and words "182 lb. or 112 lb.", the figures and words "about 83 Kg. or 50 Kg." shall be substituted,
- (ii) in sub-rule 2, for the figures and words "82 lb." the figures and words "about 37 Kg." shall be substituted.

3. In Schedule I to the said rules,

- (i) in the heading of column 2, of the Table, for the entry "ounce", the entry "28 gm*" shall be substituted,
- (ii) in column 3 of the Table, for the entry "1 Oz. (2.43 tolas)", the entry "28 gm." shall be substituted.

4. In Schedules II and III, to the said rules,

- (i) in the heading of column 3, of the Tables, for the entries "ounce*", the entries "28 gm.*" shall be substituted,
- (ii) in column 4 of the Table, for the entries "8 oz. per bag of 1 Cwt.", the entries "227 gm. per bag of 51 Kg." shall be substituted.

5. In Schedule IV, to the said rules,

in the heading of column 2 of the Table, for the entry "ounce*", the entry "28 gm*" shall be substituted.

6. In Schedule V, to the said rules,

in the design under the Grade designation mark for bags of selected groundnut kernels and groundnuts in shell, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F.17-1/62-AM(vii).]

S.O. 1005.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, to amend further the Kanchan (Bathua) Mangoes (Home Consumption) Grading and Marking Rules, 1955, the same having been previously published as required by the said section.

1. These rules may be called the Kanchan (Bathua) Mangoes (Home Consumption) Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Kanchan (Bathua) Mangoes (Home Consumption) Grading and Marking Rules, 1955, (hereinafter referred to as the said rules),

- (1) In the heading of column 2, of the Table, for the words occurring below the figure (2) "Tolas", the word "Grams" shall be substituted;
- (2) In column 2, of the Table, for the figures "25", "20" and "15" the figures "292", "233" and "175" shall respectively be substituted;
- (3) In column 3, of the Table, for the entry against item 6 "Than a quarter square inch". the entry "than 161 square mm" shall be substituted;
- (4) In the footnote of the Table (i) for the entries against item 1, "25 tolas and 30 tolas", the entries "292 gm. and 350 gm." shall respectively be substituted;

(ii) for the entry against the mark * $2\frac{1}{2}$ tolas". the entry "29 mm" shall be substituted.

3. In Schedule II to the said rules,

in the design under Grade designation mark for packages of Mangoes for the word "भारत की उत्पत्ति" the word "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM (viii).]

S.O. 1006.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937, (1 of 1937), the Central Government hereby makes the following rules, further to amend the Citrus Fruits Grading and Marking Rules, 1949, the same having been previously published as required by the said section.

1. These rules may be called the Citrus Fruits Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Citrus Fruits Grading and Marking Rules, 1949, (hereinafter referred to as the said rules),

in the design under the Grade designation mark for packages of Citrus Fruits, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

3. In Schedules II-A, II-B, II-C, III-A III-B, III-C, IV, V, VI and VII to the said rules,

in columns 2, of the Tables, for the words occurring on the top of the figures "Inches", the words "Millimetres" shall be substituted.

4. In Schedule II-A, to the said rules,

in column 2, of the Table, for the figures "3 $\frac{1}{2}$ ", "3", "2 $\frac{1}{2}$ " and "2 $\frac{1}{4}$ ", the figures "83", "76", "70" and "64" shall respectively be substituted.

5. In Schedule II-B, to the said rules,

(i) in column 2, of the Table, for the figures "3", "2 $\frac{1}{2}$ ", "2 $\frac{1}{4}$ ", "3", "2 $\frac{1}{2}$ " and "2 $\frac{1}{4}$ ", the figures "76", "70", "64", "76", "70", and "64" shall respectively be substituted,

(ii) in the foot-note of the Table, for the entry against the mark* "by $\frac{1}{4}$ inch", the entry "by 6 mm" shall be substituted.

6. In Schedule II-C, to the said rules,

(i) in column 2, of the Table, for the figures "3 $\frac{1}{2}$ ", "3 $\frac{1}{4}$ ", "3", "2 $\frac{1}{2}$ " and "2 $\frac{1}{4}$ ", the figures "89", "83", "76", "70" and "64" shall respectively be substituted;

(ii) in the footnote of the Table for the entry against the mark* "by $\frac{1}{4}$ inch", the entry "6 mm" shall be substituted.

7. In Schedule III-A, to the said rules,

in column 2, of the Table for the figures "3 $\frac{1}{2}$ ", "3", "2 $\frac{1}{2}$ " and "2 $\frac{1}{4}$ ", the figures "83", "76", "70" and "64" shall respectively be substituted.

8. In Schedule III-B, to the said rules,

in column 2, of the Table, for the figures "3", "2 $\frac{1}{2}$ ", "2 $\frac{1}{4}$ " and "2 $\frac{1}{2}$ ", the figures "76", "70", "64" and "57" shall respectively be substituted.

9. In Schedule III-C, to the said rules,

in column 2, of the table, for the figures "3 $\frac{1}{2}$ ", "3", "2 $\frac{1}{2}$ ", "2 $\frac{1}{4}$ " and "2 $\frac{1}{2}$ ", the figures "83", "76", "70", "64" and "57" shall respectively be substituted.

10. In Schedule IV, to the said rules,
in Column 2, of the Table, for the figures "4 $\frac{1}{2}$ ", "4 $\frac{1}{4}$ ", "4", "3 $\frac{3}{4}$ " and "3 $\frac{1}{4}$ ",
the figures "114", "108", "102", "95" and "89" shall respectively be
substituted.
11. In schedule V to the said rules,
(i) in column 2 of the Table, for the figures, "3 $\frac{1}{4}$ ", "3", "2 $\frac{3}{4}$ " and "2 $\frac{1}{4}$ ", the
figures "83", "76", "70" and "64" shall respectively be substituted.
(ii) in the foot-note of the Table, for the entry against the mark "over 3 $\frac{1}{4}$
diameter", the entry "over 69 mm. diameter" shall be substituted.
12. In Schedule VI, of the said rules,
(i) in column 2, of the table, for the figures "3", "2 $\frac{3}{4}$ " and "2 $\frac{1}{4}$ ", the figures
"76", "70" and "64" shall respectively be substituted;
(ii) in the footnote of the Table, for the entry against the mark "over 3 $\frac{1}{4}$ "
in diameter", the entry "over 83 mm. in diameter" shall be substitut-
ed.
13. In Schedule VII to the said rules,
in column 2, of the Table, for the figures "1 $\frac{1}{4}$ ", "1 5/8", "1 $\frac{1}{2}$ " and "1 3/8", the
figures "44", "41", "38" and "35" shall respectively be substituted.

[No. F. 17-1/62-AM(ix).]

S.O. 1007.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) the Central Government hereby makes the following rules, further to amend the Alphonso Mangoes (Export) Grading and Marking Rules, 1938, the same having been previously published as required by the said section.

1. These rules may be called the Alphonso Mangoes (Export) Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Alphonso Mangoes (Export) Grading and Marking Rules, 1938 (hereinafter referred to as the said rules),

- (i) in the heading of columns 2 and 3 of the Table, for the words occurring below the figures 2 and 3, "Minimum Tolas" and "Maximum Tolas" the words "Minimum Grams" and "Maximum Grams" shall respectively be substituted;
- (ii) in column 2 of the Table, for the figures "24", "19" and "14", the figures "280", "222" and "163" shall respectively be substituted,
- (iii) in column 3 of the Table, for the figures "29", "24" and "19", the figures "338", "280" and "222" shall respectively be substituted,
- (iv) In the footnote of the Table, for the entry "two tolas or less", the entry "23 grams or less" shall be substituted.

3. In Schedule II to the said rules,

in the design under Grade designation mark for packages of Mangoes, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(x).]

S.O. 1008.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) the Central Government hereby makes the following rules, further to amend the Alphonso Mangoes (Home Consumption) Grading and Marking Rules, 1939, the same having been previously published as required by the said section.

1. These rules may be called the Alphonso Mangoes (Home Consumption) Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I of the Alphonso Mangoes (Home Consumption) Grading and Marking Rules, 1939 (hereinafter referred to as the said rules),

1. in the heading of column 2 of the Table, for the entry "(tolas)", the entry, "(Grams)" shall be substituted;

2. In column 2 of the Table, for the figures "30", "25", "20", "18" and "15", the figures "350", "292", "233", "210" and "175" shall respectively be substituted;
3. In the foot-note of the Table;
 - (i) for the entry against the mark* "one tola", the entry "12 gms" shall be substituted;
 - (ii) for the entries against the mark† "from 14 annas to 15 annas of full maturity" and "16 annas" the entries "from 87% to 94% of full maturity" and "hundred percent" shall respectively be substituted,
 - (iii) for the entry against the mark // "A tolerance of 10 percent may be allowed as far as 13 annas maturity", the entry "A tolerance of 10 percent may be allowed as far as fruits having 81% maturity" shall be substituted.
3. In Schedule II to the said rules, in the design under Grade designation mark for packages of Mangoes, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. F. 17-1/62-AM(xi).]

S.O. 1009.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) the Central Government hereby makes the following rules further to amend the Skins Grading and Marking Rules, 1937 the same having been previously published as required by the said section.

1. These Rules may be called the Skins Grading and Marking (Amendment) Rules, 1962.

2. In Schedule I to the Skins Grading and Marking Rules, 1937

- (a) in column 6 of the table, for the words "two inches", the figures and words "51 mm" shall be substituted;
- (b) under Columns 3 to 6 of the table, for the words "one square inch" the figures and words "6.5 square Cm." shall be substituted;
- (c) in column 9 of the table, for the figures and words "40" and above, "36" to "40", "33" to "36", "28" to "33" and "22" to "28", the figures and words "102 Cm. and above, 91 Cm. to 102 Cm, 84 Cm to 91 Cm, 71 Cm to 84 Cm and 56 Cm to 71 Cm" shall respectively be substituted.
- (d) in Column 10 of the table, for the figures and words "36" and above, "32" to "35", "27" to "31" and "22" to "27", the figures and words "91 Cm and above", "81 Cm to 89 Cm", "69 Cm to 79 Cm" and "56 Cm to 69 Cm" shall respectively be substituted.

[No. F. 17-1/62-AM(xii).]

New Delhi, the 30th March 1962

S.O. 1010.—The following draft of certain rules to amend the Wheat Atta Grading and Marking Rules, 1961, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 20th April, 1962.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Rules

1. These rules may be called the Wheat Atta Grading and Marking (Amendment) Rules, 1962.

2. In sub-rule (2) of rule 1 of the Wheat Atta Grading and Marking Rules, 1961, the words 'other than the State of Jammu and Kashmir' shall be omitted.

[No. F. 14-58/58-AM(i).]

New Delhi, the 31st March 1962

S.O. 1011.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order to amend further the Fruit Products Order, 1955, namely:—

1. This Order may be called the Fruit Products (Amendment) Order, 1962.

2. In the First Schedule to the Fruit Products Order, 1955 (hereinafter referred to as the said Order), in Form C, for the word "lbs." or "lb." wherever it occurs, the word "kgm." shall be substituted.

3. In the Second Schedule to the said Order,—

(a) in Part IB,—

(1) in paragraph 2, under '(a) Large Scale',—

(i) for clauses (I) and (II), the following clauses shall be substituted, namely:—

(I) Minimum area of manufacturing premises excluding stores and office space:—

(i) Factories having total annual ex-factory sale value from 1 lakh to 5 lakhs. 279.0 Sq. Meters.

(ii) Factories having total annual ex-factory sale value exceeding Rs. 5 lakhs. 372.0 Sq. Meters.

(II) Minimum availability of potable water. 4.5 Kilo Litres.

(ii) in clause (IV), for the figures and words "200 sq. ft.", the figures and words "19.0 Sq. Meters" shall be substituted;

(2) in paragraph 2, for '(b) Small Scale' and the entries thereunder, the following shall be substituted, namely:—

(I) Minimum area of manufacturing premises excluding stores and office space: 186.0 Sq. Meters.

(II) Minimum availability of potable water: 1.13 Kilo Litres.

(3) in paragraph 2, under "(c) Cottage Scale",—

(a) for clause (I), the following clause shall be substituted, namely:—

(I) Minimum area of manufacturing premises excluding stores and office space:—

(a) Factories having total annual ex-factory sale value upto Rs. 10,000. 23.0 Sq. Meters.

(b) Factories having total annual ex-factory sale value upto Rs. 20,000. 46.0 Sq. Meters.

(c) Factories having total annual ex-factory sale value upto Rs. 30,000. 70.0 Sq. Meters.

(d) Factories having total annual ex-factory sale value upto Rs. 50,000. 93.0 Sq. Meters.

(b) in clause (II),—

(i) in the heading, for the figures and words "100 gallons", the figures and words "0.45 kilo liters" shall be substituted;

- (ii) in the table, for items 1, 2 and 3 in column 1 and the entries relating thereto in columns 2, 3 and 4, the following items and entries shall be substituted, namely:—

(1)	(2)	(3)	(4)
1. (a) Washing of raw materials.	One rectangular tank with false bottom having capacity of not less than 90.92 litres.	Two rectangular tanks with false bottom having capacity of not less than 90.92 litres each.	Three or more rectangular tanks with false bottom having capacity of not less than 90.92 litres each.
(b) Washing of bottles.	1. A tank having a capacity of not less than 181.84 litres. 2. Bottle washing brushes. 3. Buckets.	1. A tank having a capacity of not less than 181.84 litres fitted with a water tap. 2. Bottle washing machine. 3. Bottle sterilizing tank. 4. Trolleys for holding and Conveying bottles.	1. Two or more tank with a total capacity of not less than 0.45 kilo litres fitted with water taps. 2. Bottle washing machine. 3. Bottle sterilizing tanks. 4. Trolleys for holding and conveying bottles.
2. Preparation of fruit and vegetable.	1. 76 Cms high table with aluminium or stainless steel top having not less than 1.86 sq. meters area. 2. Stainless steel peeling, slicing, trimming, and coring knives. Stainless steel puncturing and pricking nails for preserves. 3. Pans or vessels for blanching. 4. Vats (Wooden) or tanks (cemented) for curing and leaching with suitable covers. 5. Not less than five trays.	1. Table of not less than 4.65 sq. meters area. 2. Stainless steel peeling, slicing trimming and coring knives, stainless steel puncturing and Pricking nails for preserves. 3. Pans or vessels for blanching. 4. Vats (Wooden) or tanks (cemented) for curing and leaching with suitable covers. 5. Not less than ten trays.	1. Table with not less than 9.29 meters, area. 2. Peeling, coring cubing and cutting equipment. 3. Stainless steel blanching trays with handles. 4. Vats (Wooden) or tanks (cemented) for curing and leaching with suitable covers. 5. Not less than 20 trays.
3. Juicing Pulp and Mixing.	1. Juice extractor or basket press. 2. Stainless steel or aluminium stainless sieve. 3. Tanks or barrel of not less than 45.50 litres capacity. 4. Buckets.	1. Juice extractor or Rosing Machine or Basket or Hydraulic Press or pulping machine. 2. Tanks or barrel of not less than 136.38 litres.	1. Power driven juice extractor or hydraulic press or pulping machine. 2. Storage tanks of not less than 227.30 litres.

(b) in Part II, for the existing table, the following table shall be substituted, namely:—

Product	Variety	Special Characteristics		General Characteristics
		Minimum Percentage of Total soluble solids in the final product weight over weight	Minimum Percentage of fruit juice in the final product	
Fruit Syrup	Any suitable kind and variety.	65	23	
Crush	Do.	55	25	
Squash and nector—other than Mango Nector.	Do.	40	25	
Cordial	Do.	30	25	
Unsweetened juice	Do.	Natural	100	
Sweetened juice	Do.	10	85	
Ready-to-serve fruit beverage including aerated waters containing fruit juice or pulp.	Do.	10	5	
Mango Nector	Do.	15	20	
Fruit juice concentrate	Do.	32	100	

General characteristics—

(c) in Part V, in the third column of the table,—

(i) for the expression '5/8th of an inch', in both places, the expression '1.6 centimetres' shall be substituted;

(ii) for the expression '8" x 8" linear inch', in both places, the expression '20.3 x 20.3 centimeters having 8 meshes per 2.5 centimeters' shall be substituted;

(d) in Part XIII(A), for the title 'Specification for sauces', the title 'Specifications for sauces other than Soya Bean Sauce' shall be substituted;

(e) after Part XIII A, the following Part shall be inserted, namely:—

"PART XIII B

Specifications for Soya Bean Sauce

Product	Kind and variety	Minimum percentage of acidity as acetic acid weight over weight	Minimum total soluble solids weight over weight	Special characteristics			General Characteristics
				Mould count	Yeast and spores	Bacteria	
(1)	(2)	(3)	(4)	(5)			(6)
Soya Bean Sauce	Any suitable variety of Soya Bean.	0.6%	25%	Not in excess of 40% of the	Not in excess of 125 per	Not in excess of 100 million	The product shall be derived only from sound and wholesome soya

(1)	(2)	(3)	(4)
	fields examined	1/60 C.M.M. per c.c.	Beans free from insect or fungal or any other blemish affect- ing the qua- lity of Soya Bean. The only substan- ces that may be added are spices, salt, sugar, vinegar, acetic acid, onion, garlic, permitted co- lours and pre- servatives. It shall not contain any other fruit or vegetable substances. The finished products shall have good flavour and shall be free from burnt or any other objectionable flavours. It shall be of good keeping quality and shall show no sign of fer- mentation when incubated at 28-30 degree centigrade and 37 centi- grade.

(f) in Part XXII, in paragraph 3, for the figures and words "1.5 grams per pound", the figures and words "0.46 grams per kilo-gram" shall be substituted.

[No. F. 8-5/62-AM.]

CORRIGENDUM

New Delhi, the 30th March 1962

S.O. 1012.—In the Government of India, Ministry of Food and Agriculture (Department of Agriculture) Notification S.O. 22 dated the 30th December 1961, published at pages 11 to 15 of Part II section 3(ii) of the Gazette of India dated 6th January, 1962.

1. at page 12,

(a) in sub-rule (1) of rule 5, in the third line, for 'work', read 'word';

(b) in sub-rule (2) of rule 6 in the second line, for 'ma', read 'may';

(c) in rule 7, for 'only', read 'only'.

2. at page 15, in the footnote to Schedule IV, in the second line, for 'seo', read 'see'.

[F. No. 14-58/58-AM(ii).]

V. S. NIGAM. Under Secy.

(Department of Agriculture)

New Delhi, the 30th March, 1962

S.O. 1013.—In exercise of the powers conferred by the proviso to article 309 of the Constitution the President hereby makes the following rules to amend the Delhi Zoological Park (Class III and Class IV Posts) Recruitment Rules, 1960 published under the Notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) S.O. No. 2089 at pages 2374—2385 of Part II—Section 3—Sub-Section (ii) of the Gazette of India dated the 27th August 1960, namely:—

1. These rules may be called the Delhi Zoological Park (Class III and Class IV Posts) Recruitment (Amendment) Rules, 1962.
2. In the Delhi Zoological Park (Class III and Class IV Posts) Recruitment Rules, 1960 (hereinafter referred to as the 'said rules'), in the proviso to rule 4, the words 'displaced persons' shall be omitted.
3. In the schedule to the said rules,
 - (a) for the entries against item 1, the following entries shall be substituted, namely:—

I	2	3	4	5	6
1. Office Superintendent.	Class III Non-gazetted Ministerial.	350—20—450 ' 25—475. ■	Selection ■
..

(b) for the entries against Item 2 the following entries shall be substituted namely:—

2. Accountant.	Do.	270—15—425 —EB—20— 575.	Do.
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(c) after item 31, the following item shall be inserted, namely:—

32. Sanitary Inspector.	Class III Non-Gazetted Non-Ministerial.	Rs. 150—5— 175—6—205 —EB—7—240.	..	Between 18—25 Years	Essential : (i) Matriculation or Equivalent Qualifications until replaced by Higher Secondary. (ii) A diploma of having attended a course and qualified as Sanitary Inspector from a recognised Institution in India. (iii) At least three years experience of having worked as a Sanitary Inspector in Govt. Deptt./Municipal Corporation/First Class Municipality. <i>Desirable :</i> Service in a Zoo.
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7	8	9	10	11
..	2 years	By promotion or by transfer 100%.	Suitable U.D. C's/Asstt. Store Keeper/Stenographer (Subject to the condition that he has experienced as an U.D.C. for not less than two years) of the D.Z. Park having put in at least 10 years service in the grade failing which by transfer of persons working in similar capacity for 10 years e.g. Gr. IV Offrs. Of the Central Secretariat service.	
..	Do.	Transfer on deputation.	A qualified SAS Accountant from the Indian Audit and Accounts Department.	
No	2 Years	Direct 100% Failing which by transfer.	Transfer : Persons working in similar or equivalent grades from other Central Govt. offices/ local bodies etc.	

[No. 32-49/61-FD.]

S. P. MOHONI, Under Secy.

(Department of Food)

New Delhi, the 30th March 1962

S.O. 1014.—In exercise of the powers conferred by section 54 of the Agricultural Produce (Development and Warehousing) Corporations Act, 1956 (28 of 1956), the Central Warehousing Corporation, with the previous sanction of the Central Government, have made the following regulations, namely:—

1. Short title and commencement.—(1) These regulations may be called "The Central Warehousing Corporation Employees' Provident Fund Regulations, 1962."

(2) These regulations shall be deemed to have come into force from the 1st January, 1960.

2. Constitution.—There shall be constituted a fund called "The Central Warehousing Corporations Employees' Provident Fund."

3. Definitions.—In these Regulations, unless the context otherwise requires:—

- (a) 'Act' means the Agricultural Produce (Development and Warehousing) Corporations Act, 1956 (28 of 1956).
- (b) "The Committee means the Committee of trustees constituted under Regulation 4(i) for administration of the Fund."
- (c) 'Continuous service' means uninterrupted service and includes periods of leave on average or half average pay, and of service preceding and following the period of extraordinary leave, but not the period of extraordinary leave.
- (d) 'Corporation' means the Central Warehousing Corporation established under section 17 of the Act.
- (e) 'Employee' means a person in the whole time service of the Corporation but does not include a person on deputation or employed on daily wages.

(f) 'Family' means:—

- (i) In the case of male subscriber, the wife, children whether married or unmarried, and the widow and children of a deceased son of the subscriber provided that if a subscriber proves that his wife has ceased, under the personal law governing him or the customary law of the community to which the spouses belong, to be entitled to maintenance, she shall no longer be deemed to be a part of the subscriber's family for the purpose of this scheme, unless the subscriber subsequently intimates by express notice in writing to the Committee that she shall continue to be so regarded; and
- (ii) In the case of a female subscriber the husband and children of the subscriber, and the widow and children of a deceased son of the subscriber.

Provided that if a subscriber by notice in writing to the Committee expresses her desire to exclude her husband from the family, the husband shall no longer be deemed to be a part of subscriber's family for the purpose of the scheme, unless the subscriber subsequently cancels in writing any such notice.

Explanation.—In either of the above two cases if the child of the subscriber has been adopted by another person and if under the personal law of the adopter, adoption is legally recognised, such child shall be considered as excluded from the family of the subscriber.

- (g) 'Financial Adviser' means Financial Adviser of the Corporation.
- (h) 'Fund' means the Central Warehousing Corporation Employees' Provident Fund.
- (i) 'Managing Director' means the Managing Director of the Corporation.
- (j) 'Pay' includes substantive pay, personal pay and acting allowance, dearness pay; but does not include dearness allowance, local allowance, house rent allowance, transfer allowance, travelling allowance, halting allowance or any other allowance and in the case of re-employed person his pension.
- (k) 'Secretary' means Secretary of the Corporation and
- (l) 'Year' means the financial year of the Corporation.

4. Administration of Fund, Accounts and Audit.—(i) The Fund shall be held by the Corporation and shall be administered by a Committee of Trustees comprising of the Managing Director, Financial Adviser and the Secretary together with the two representatives of the employees to be nominated by the Managing Director.

(ii) All moneys belonging to the Fund shall be deposited in the State Bank of India or in any other scheduled bank or invested in the securities of the Central or State Government, as may be decided by the Committee in the name of 'The Central Warehousing Corporation Employees' Provident Fund' to be operated upon by not less than 2 members as may be nominated by the Committee.

(iii) The accounts of the Fund shall be audited by the same authority which audits the accounts of the Corporation.

5. Meetings of the Committee.—At every meeting of the Committee, the Managing Director or in his absence the Financial Adviser or in the absence of both the Secretary shall preside. The presence of at least three members shall be necessary to form a quorum for the transaction of business. Each member shall have one vote and in case of equality of votes, the Presiding Officer shall have a casting vote.

6. Statement of Accounts.—The accounts of the Fund shall be made up yearly as at the 31st March and an audited statement of the accounts will be submitted to a meeting of the Committee to be held not later than the 31st August, in every year and a copy of such statement shall be made available to the subscribers as soon as may be after such meeting.

7. Subscriber to Fund.—Every employee of the Corporation shall subscribe to the Fund:—

- (a) in case of an employee who has completed period of his probation and one year's continuous service at the time of commencement of these regulations from the date of such commencement;
- (b) in any other case from the beginning of the month following that in which he completes one year's continuous service or from the beginning of the month following that in which he completes his period of probation whichever is later;

Provided that any person in receipt of other than casual remuneration from the Corporation may subscribe to the Fund if so permitted by the Committee.

8. Rate of Subscription.—The subscriber shall subscribe monthly to the Fund at such rate of his pay (not being less than 8-1/3 per cent) as may be fixed by him from time to time. Such subscription shall be deducted by the Corporation from the pay payable to the subscriber every month in amounts calculated to the nearest 50 nP. The Corporation's contribution will remain fixed as provided by Regulation 10.

Within the above limits, the subscriber can change the rate of subscription with effect from 1st April of each year.

The rate once fixed shall remain unaltered throughout the year.

9. Subscription of Subscriber on Leave.—The subscription of the subscriber absent on leave shall, during the period of such absence, be assessed on his leave pay but any such subscriber shall be at liberty to subscribe on the full amount of his pay provided notice in writing of his desire to do so is given by him not less than 14 days in advance of the first payment of his leave salary to the officer responsible for paying him.

10. Corporation's Contribution.—Save as otherwise provided the Corporation shall contribute to the Fund every month 8-1/3 per cent of the pay of each subscriber as employer's contribution to the Fund provided that no such contribution shall be made by the Corporation in respect of a subscriber who has been permitted to subscribe under proviso to Regulation 7.

11. Interest.—The Corporation shall on the 31st day of March every year or as soon thereafter as is possible (i) determine and notify with the approval of the Chairman of the Corporation the rate at which interest shall be allowed during the year on all deposits standing to the credit of every subscriber of the Fund; (ii) prepare an account of the total interest accrued and received on the investment of the Fund during the year; and (iii) credit the amount of interest due to

every subscriber based on the interest bearing balance of each subscriber during the preceding year.

12. Borrowing from the Fund and Recoveries.—(1) At the discretion of the Committee a temporary advance, not exceeding in any case the subscriber's own subscription and interest thereon, may be granted to a subscriber on application, out of the amount standing to his credit in the Fund, subject to the following conditions:—

- (a) No advance shall be granted unless the Committee is satisfied that the applicant's pecuniary circumstances justify it and an undertaking is given that it will be expended on the following object or objects and not otherwise.
 - (i) to pay expenses incurred in connection with the prolonged illness of the subscriber or any person of his family or in special circumstances of any other person dependent upon him.
 - (ii) to pay obligatory expenses in a scale appropriate to the subscriber's status in connection with marriage, funeral or any ceremony relating to any person referred to in sub-clause (i);
- (b) An advance shall not, except for special reasons to be recorded in writing by the Committee;
 - (i) exceed 3 month's pay or half the amount of the subscriber's own subscriptions to the Fund and interest thereon whichever is less, or
 - (ii) be granted until at least 12 months after the final repayment of all previous advances together with interest thereon unless the amount already advanced does not exceed two-thirds of the amount admissible under sub-clause (i).

(2) (a) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the Committee may direct but such number shall not be less than 12 and more than 24 unless the subscriber otherwise elects.

A subscriber may at his option repay more than one instalment in one month. Each instalment shall be of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(b) Recoveries shall commence when the subscriber draws his pay for the full month for the first time after the advance is made. Recovery shall not be made, except with the subscriber's consent while he is on leave other than leave on full average pay, or in receipt of subsistence grant.

(c) Recoveries made under this regulation shall be credited as they are made to the subscriber's account in the fund.

- (i) After the principal of the advance has been fully repaid, interest shall be recovered at a rate determined by the Committee which shall not be less than the existing Bank Rate.
- (ii) Whole of interest shall ordinarily be recovered in the month after complete repayment of the principal but if the period of repayment of advance exceeds 20 months, interest may if the subscriber so desires, be recovered in two equal instalments.

(d) If more than one advance has been granted to a subscriber, each advance shall be treated separately for the purpose of recovery.

13. Advances for payment of premia for Insurance Policies etc.—Advances may be made to a subscriber from the Funds lying on account of his subscriptions and interest thereon with the approval of the Committee for the following purposes:

- (a) Subscriptions to a family pension fund, if any, maintained by the Corporation for its employees.
- (b) Payment towards premium of policy of insurance on the life of the subscriber or of his wife:

Provided that the policy is assigned in favour of the Corporation and deposited within 6 months with the Committee and the premia receipts granted by the Insurance Company are produced for inspection from time to time:

Provided further that the number of policies in respect of which the facility referred to above is allowed will not exceed 4 at a time and the premia shall not be payable otherwise than annually.

NOTE.—The amount withdrawn shall be paid in whole rupees rounded to the nearest rupee (50 nP. counting as the next higher rupee).

14. Interest to cease on termination of service or death of subscriber.—Interest on all sums standing in the books of the Fund to the credit of a subscriber shall cease on the day on which he leaves the service of the Corporation or on the day of his death, whichever is earlier.

15. Payment of amount standing to credit of subscriber.—(1) Subject to the provision of sub-clauses 2, 3 and 4, the sum standing to the credit of a subscriber shall become payable on the termination of his service or on his retirement or on his death.

(2) Any amount due under a liability incurred by the subscriber to the Corporation may, subject to the directions of the Executive Committee, be deducted from the amount standing to the credit of a subscriber up to the total amount contributed by the Corporation to his account including the interest credited in respect thereof.

(3) Subject to the directions of the Executive Committee the whole or any part of the amount of the Employer's contribution together with interest credited in respect thereof, may be deducted from the total amount standing to the credit of a subscriber where:—

(a) the subscriber is dismissed or removed from employment in pursuance of disciplinary proceedings taken against him; or

(b) the subscriber voluntarily leaves his employment otherwise than on account of ill health or other unavoidable causes before the expiration of the term of his service or within five years of the completion of his period of probation, as the case may be.

(4) The Employer's share, together with interest credited in respect thereof, shall not be payable except with the approval of the Executive Committee.

16. Nominations.—(1) Every subscriber shall, at the time of joining the Fund send to the Head Office of the Corporation a nomination conferring in the event of his death on one or more persons the right to receive the amount that may stand to his credit in the fund:

Provided that if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

(2) If a subscriber nominates more than one person under sub-regulation (1) he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be made in such one of the Forms annexed to these Regulations as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Head Office of the Corporation:—

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this regulation.

(5) A subscriber may provide in a nomination:—

(a) in respect of any specified nominee, that in the event of his pre-deceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members;

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein, provided that at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family:

Provided further that if at the time of making the nomination the subscriber has only one member of the family he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-regulation (3) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-regulation (5) or the proviso thereto the subscriber shall send to the Head Office of the Corporation a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provision of this regulation.

(7) Every nomination, made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Head Office of the Corporation.

17. Payment on death of a subscriber.—On the death of the subscriber:—

(1) When the subscriber leaves behind a family:

(a) If a nomination made by the subscriber in accordance with these regulations in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to the nominee or nominees in the proportion specified in the nomination.

(b) If no such nomination subsists or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be shall become payable to members of his family in equal shares:

Provided that no share shall be payable to:—

- (i) Sons who have attained majority;
- (ii) Sons of a deceased son who have attained majority;
- (iii) Married daughters whose husbands are alive;
- (iv) Married daughters of a deceased son whose husbands are alive:

If there is any member of the family other than those specified in sub-clauses (i), (ii), (iii) and (iv):

Provided further that widow or widows, and a child or children of a deceased son, shall receive between them in equal parts only the share which that son would have received if he had survived the member and had not attained the age of majority at the time of the member's death.

Explanation.—For the purpose of this paragraph a member's posthumous child if born alive, shall be treated in the same way as a surviving child born before the member's death.

(2) When the subscriber leaves no family, if a nomination made by him in accordance with these regulations in favour of any person subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination.

(3) In any case to which the provisions of sub-clauses (i) and (ii) do not apply that amount shall be payable to the persons legally entitled to it.

18. Agreement to be executed by subscriber.—Every employee on becoming a subscriber to the Fund shall execute an agreement in the following form:—

"I hereby declare that I have read and understood the Regulations of the Central Warehousing Corporation Employees Provident Fund, I hereby undertake to subscribe to the said Fund and agree to be bound by the said Regulations.

Witness

Signature in full

Date

19. Winding up of the Fund.—The fund may be wound up if the Corporation is placed in liquidation under the orders of the Central Government. In that case, the accumulated amount in the Fund shall be distributed amongst the subscribers in accordance with the amounts payable in their accounts.

20. Provision for residuary matters.—For matters not provided in these regulations, the Committee may exercise such powers as may be necessary for the administration of the fund.

21. Expenses of the Fund.—All expenses relating to the administration of the fund including the pay and allowances of the staff appointed for the purpose of administering the fund shall be borne by the Corporation and shall not be charged to the fund.

[No. F. 35/82/59-SG.II.]

H. LAL, Jt. Secy.

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 28th March 1962

S.O. 1015.—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (No. 9 of 1946), the Central Government hereby makes the following rules further to amend the Indian Oilseeds Committee Rules, 1947, the same having been previously published, as required by sub-section (1) of section 17 of the said Act, namely:—

1. These rules may be called the Indian Oilseeds Committee (Amendment) Rules, 1962.
2. For sub-rule (2) of rule 20 of the Indian Oilseeds Committee Rules, 1947, the following sub-rule shall be substituted, namely:—
 - (2) A member of the Committee, who is not in the service of the Government, shall be entitled to draw in respect of any journey performed by him for the purpose of attending a meeting of the Committee or of a duly constituted Sub-Committee thereof, such travelling and daily allowances as would be admissible in respect of such journey to servants of the Government of the first grade serving under the Central Government except that daily allowances would also be admissible for one day previous to the commencement of the meeting, if the member arrives at the place of meeting in the forenoon of the previous day and one day after its termination, if he actually leaves the place of the meeting at 12 noon or in the afternoon of the following day. Half daily allowance would, however, be admissible for the day preceding and/or for the day following the meeting, if a non-official member arrives at 12 noon or in the afternoon of the day preceding the day of the meeting and/or he departs in the forenoon of the day following the day of the meeting.

[No. 8-8/62-Com.II.]

SANTOKH SINGH, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 27th March 1962

S.O. 1016.—In exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby directs that the Medical qualification "Licenciado en Medicina Cirjical" granted by the University of Valencia (Spain) shall be a recognised medical qualification for the purposes of this Act.

[No. F. 16-15/61-MI.]

S.O. 1017.—In exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby directs that the Medical qualification "Doctor of Medicine" granted by the University of Lund, Sweden, shall be a recognised medical qualification for the purposes of this Act.

[No. F.16-12/61-MI.]

New Delhi, the 28th March 1962

S.O. 1018.—In pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby nominates Dr. T. Bhaskara Menon, M.B.B.S., Director of Health Services, Kerala, Trivandrum, to be a member of the Medical Council of India *vice* Dr. K. Madhavan Nair resigned and makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F.5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification under the heading "Nominated under clause (a) of sub-section (1) of section 3", for the existing entry against serial No. 3, the following entry shall be substituted, namely:—

"Dr. T. Bhaskara Menon, M.B.B.S., Director of Health Services, Kerala State, Trivandrum".

[No. F.5-48/61-MI.]

New Delhi, the 30th March 1962

S.O. 1019.—The Government of Maharashtra having nominated, in exercise of the powers conferred by clause (e) of sub-section (2) of section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), Dr. S. Ganguly, Assistant Director of Public Health, Incharge Public Health Laboratory, Nagpur, to be the representative of that Government on the Central Committee for Food Standards, in the vacancy caused by the resignation of Dr. D. W. Soman, Assistant Director of Public Health, Incharge Public Health Laboratory, Poona (Retired), the Central Government in exercise of the powers conferred by sub-section (1) of section 3, of the said Act, hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. S.R.O. 1236, dated the 1st June, 1955, namely:—

In the said notification, for entry 11, the following entry shall be substituted, namely:—

"11. Dr. S. Ganguly, Assistant Director of Public Health, Incharge Public Health Laboratory, Nagpur."

[No. F. 14-54/61-PH.]

ORDERS

New Delhi, the 27th March 1962

S.O. 1020.—Whereas Government of India in the Ministry of Health, has, by notification No. 16-12/61-MI, dated the 27th March, 1962, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification Doctor of Medicine granted by the University of Lund, Sweden, for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the Proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this Order or so long as Dr. Arne Nils Holger Welber, who possesses the said qualifications, continues to work in the Swedish Mission Hospital, Turupputtur, Ramnad District, to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Arne Nils Holger Welber shall be limited.

[No. F.16-12/61-MI.]

S.O. 1021.—Whereas the Government of India in the Ministry of Health has by notification No. 16-15/61-MI, dated the 27th March, 1962, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "Licenciado en Medicina Cirugía" granted by the University of Valencia (Spain) for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this Order or so long as Dr. Amalia Perede Ortiz de Zerato, who possesses

the said qualifications, continues to work in the "Nazareth" Hospital, Laitumkhara, Shillong, to which she is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the Medical practice of the said Mr. Amalia Perede Ortiz de Zerate shall be limited.

[No. F.16-15/61-MI.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT & COMMUNICATIONS

(Department of Transport)

(Transport Wing)

PORTS

New Delhi, the 26th March 1962

S.O. 1022.—In pursuance of sub-section (2) of section 6 of the Calcutta Port Act, 1890 (III of 1890), the names of the following persons who have been elected as Commissioners of the Port of Calcutta, for a period of two years from the 1st April 1962, are hereby published for general information:—

Name of elected person	Constituency from which elected
Shri D. N. Bhattacharjee	} Bengal National Chamber of commerce and Industry.
Shri B. N. Banerjee	
Shri B. P. Bajoria	
Shri M. L. Shah	} Indian Chamber of Commerce, Calcutta.
Shri R. H. Mody	
Shri M. R. Das	} The Bengal Chamber of Commerce and Industry.
Shri J. B. Craig	
Shri K. L. Dhandhanra	Bharat Chamber of Commerce.
Shri Bhawati Prasad Agarwala	Merchants' Chamber of Commerce.
Khan Bahadur G. A. Dossani	Oriental Chamber of Commerce.
Shri I. N. Wankawalla	Indian National Steamship Owners' Association
Shri Brojendra Nath Banerjee	Corporation of Calcutta.
Shri Satya Kinker Sen	Howrah Municipality.

[No. 9-PG(5)/62.]

New Delhi, the 30th March 1962

S.O. 1023.—In pursuance of section 9 of the Madras Port Trust Act, 1905 (Madras Act II of 1905), the names of the following persons who have been elected by the Andhra Chamber of Commerce, Madras, as Trustees of the Port of Madras for a period of two years from the 1st April 1962 are hereby published for general information:—

1. Sri V. Emberumanar Chetty.
2. Sri Rasiklal M. Mehta.

[No. 13-PG(64)/61.]

New Delhi, the 31st March, 1962

S.O. 1024.—In exercise of the powers conferred by clause (h) of sub-section (1) of section 8, of the Madras Port Trust Act, 1905 (Madras Act, II of 1905), the Central Government hereby appoints Sarvashri S. C. C. Anthoni Pillai and A. S. K. Iyengar as the trustees representing labour on the Board of Trustees of the Port of Madras for a period of two years from the 1st April, 1962.

[No. 13-PG(63)/61.]

HARBANS SINGH, Under Secy.

MINISTRY OF EDUCATION*New Delhi, the 28th March 1962*

IN THE MATTER OF THE CHARITABLE ENDOWMENTS ACT, 1890.

AND

IN THE MATTER OF THE BANUBAI BYRAMJI KANGA TRAINEES' WELFARE FUND OF THE TRAINING CENTRE FOR THE ADULT BLIND, DEHRA DUN.

S.O. 1025.—In pursuance of this Ministry's notification No. F. 8-56/59-S.W. 6, dated the 28th February, 1962, on the above subject, and in exercise of the powers conferred on the Central Government by clause 5, of Schedule B, of the above notification, the following appointments of Chairman and Members of the Managing Committee are hereby notified:

Chairman.

1. Maj. General (Retd.) A. A. Rudra, O.B.E., 25, Kalidas Road, Dobhalwala, Dehra Dun.

Representative of the Ministry of Education.

2. Shri N. D. J. Rao, I.A.S., Deputy Secretary, Ministry of Education (Social Welfare Division), New Delhi.

Non-Official members.

3. Rani Indrajeet Singh of Rajpipla. 26-A, Rajpur Road, Dehra Dun.
4. Shri Narendra Kumar Jain, Dinesh Bhawan, 56, Gandhi Road, Dehra Dun.

Member.

5. Shri A. P. Dikshit, District Magistrate, Dehra Dun.

Member Secretary.

6. Shri R. P. Joseph, Superintendent, Training Centre for the Adult Blind, Rajpur Road, Dehra Dun.

[No. F. 8-56/59-S. W. 6]

N. D. J. RAO, Dy. Secy.

MINISTRY OF RAILWAYS**(Railway Board)***New Delhi, the 2nd April 1962*

S.O. 1026.—In exercise of the powers conferred by sub section (1) of section 3 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby:—

(a) fixes the rates as mentioned in column II of the Schedule annexed hereto at which terminal tax shall be levied in respect of every railway ticket on all passengers carried by railway from or to the notified places specified in column I of the said Schedule, and

(b) directs that the aforesaid terminal tax shall be leviable with effect from the 1st May, 1962.

THE SCHEDULE
Rates of terminal Tax

I		II				
Name of notified places	Class of accommodation	Single ticket		Child between 3 & 12 years of age		Monthly tickets
		Adult				
		Short distance passengers 16—150 miles (25—242 Kilometres)	Long distance passengers Beyond 150 miles (242 Kilometres)	Short distance passengers 16—150 miles (25—242 Kilometres)	Long distance passengers Beyond 150 miles (242 Kilometres)	
		Rs. nP.	Rs. nP.	Rs. nP.	Rs. nP.	
1. Hardwar	Air-Conditioned or I Class.	1.10	1.50	0.55	0.75	45.00
2. Jawalapur						
3. Near Tunnel	II Class	0.75	1.00	0.38	0.50	22.50
4. Bhimgoda Tank	III Class	0.25	0.35	0.13	0.18	7.50

Explanation.—The terminal tax on a return ticket shall be double the rates fixed herein

[No. F(X)II-61/TX-19/12.]

P. C. MATHEW, Secy.

MINISTRY OF REHABILITATION

New Delhi, the 26th March 1962

S.O. 1027.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties in the state of U.P. specified in the enclosed Schedule below for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires the said evacuee properties (Specified in the enclosed schedule).

LIST OF URBAN PROPERTY FOR ACQUISITION

Sl. No.	particulars of the props. with locality	Name of the town in which it is situated	Name of the evacuee with his parentage	Remarks, if any
1	2	3	4	5
1	Plot No. 47, Darya - Allahabad.	Allahabad.	Amir Hasan Khan-evacuee.	
<i>Boundary —</i>				
North:—Pucca Road leading toward Daryabad.				
South:—Plot of Sadq Hasan with kachcha boundary wall.				
East:—Lane behind Masjid (19 & 19A).				
West :—Kachcha Path.				

[No. 1(1217)58/Comp.III/Comp.Prop.]

(Office of the Chief Settlement Commissioner)

New Delhi, the 27th March 1962

S.O. 1028.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the Union territory of Delhi for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954). It is notified that the Central Government has decided to acquire, and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

THE SCHEDULE

Sl. No.	Particulars of property		Area		Name of the evacuee with rights in the property	Remarks
	Khewat No.	Khasra No.	Big.	Bls.		
	1	2	3		4	5
SATBARI						
1	93/126	74/1	1	9	Mst. Bhooria wd/o Aladad evacuee mortgagor. Fauji s/o Mirza Mortgagee non-ev. vested in Custd.	
2	36/52	294/2 296 297/2	0 4 1	14 16 0	Sumand, Samlroo ss/o Hukmi in equal shares. 1 1/2 share Iwaz s/o Sikander 1 1/2 shares. evacuee, mortgagor, Majid s/o Shahzad mortgagee non-evacuee vested in Custodian, Mohd. Umer s/o Sultan: 1 share. Bandu s/o Gulsher 1 share. Sadiq s/o Sardar 1/8 share. Jamal Din & Imamdin ss/o Kalu in equal share. 1/8 share. Mukhtiar & Sujan & Mardan ss/o Rustam in equal shares 3/4. Mst. Manbhari wd/ Naser 3 shares. evacuee.	
3	76/109	175/1	0	14	Noor Mohd. s/o Shadi, Mst. Aladi wd/o Rahim Bux in equal shares, evacuee mortgagor. Fauji s/o Mirza, mortgagee non-ev. vested in Custodian.	
4	113/162	471/1 469/2	0 2	13 13	Imamdin s/o Ibrahim 1/2 share. Faqir uddin & Sheruddin ss/o Khuda Bux alias Niwazi in equal shares mortgagor Majid s/o Shahzad mortgagee non-ev. vested in Custodian.	
5	174/289	1034/2	2	18	Hamid Khan s/o Juma Bux. c/o sharer —mortgagor s/o Jaggu mortgagee non-ev. vested in Custodian.	
6	70—103	75/2	3	16	Shitab & Shamshuddin ss/o Kale in equal shares mortgagor. Fauji s/o Mirza mortgagee non-ev. vested in Custodian.	
7	38/54	24/1 19 20 21	2 3 4 1	13 2 14 14	Mohd. Yakub, Mohd. Sadiq, Mohd. Ishaq ss/o Ismail Most. adia wd/ o Mohd. Suleman in equal shares, mortgagor, Sadiq s/o Rehmatulla mortgagee. non-ev. vested in Custodian.	
			12	3		

1	2	3	4	5	6
		1043	4-16	Aladia Marajoo s/o Hafizan Karey	
		1044	4-16	Khan s/o Makhdoom Faqira s/o	
		1068	4-16	Sharafuddin Hafizulla s/o Inayatulla	
		1105	4-16	Fatan Noorkhan Rehmatulla Sarajuddin	
		1106	4-16	ss/o Kale Mst. Sharifan Wd/o Ilahi	
		1107	4-16	Bux Latif Aziz ss/o Bhoola Mohd. Sayed	
		1108	4-16	Munshi ss/o Hakam Ali Umrao s/o	
		1109	4-16	Alauddin Nasib Khan s/o Muzafer Moola	
		1110	4-16	s/o Ala Dia Khawani s/o Nanwa, Jaloo	
		631	4-16	s/o Gani, Aziz uddin Alimuddin ss/o	
		634	4-16	Marey, Zahuroo Risala ss/o Achhey	
		632	5-12	Khan Bandu Najaf Khan ss/o Haria	
		633	5-0	Kaloo s/o Rahim Bux, Mst. Kalo wd/o	
		637	4-16	Shita Khan, Sharafuddin Rafiuddin ss/o	
		638	4-12	Chhajba Bandu s/o Madara Kare Khan	
		83	4-16	& Kanwar & Sanwat ss/o Saradar eva-	
		84	4-16	cuee ownership.	
		65	4-16		
		88	4-16		
		929	3-0		
		224/2	2-0		
		247/2	1-4		
		636	4-16		
		789	4-16		
		788	4-16		
		790	4-16		
		875	4-16		
		871	4-16		
		741	5-0		
		952	4-16		
		297/1	3-4		
		875	4-16		
		848/1	2-5		
		848/2	2-4		
		897/2	2-8		
		8	3-7		
		891	4-16		
		893	4-16		
		89	2-15		
		919	3-11		
		920	4-16		
		1	5-6		
		57	4-14		
		59	4-11		
		926	2-11		
		925	4-16		
		34/2	3-9		
		928	10-10		
		930	3-14		
		931	4-15		
		932	4-5		
		935/1	2-14		
		933	4-16		
		934	4-16		
		935/2	2-4		
		942/	3-8		
		938/2	3-16		
		942/2	1-8		
		943/1	2-8		
		938/1	1-0		
		939/2	1-0		
		943/2	2-8		
		939/1	3-16		
		1071	4-16		

1	2	3	4	5	6
		1072/2	2--8		
		1074	4--1		
		1081	2--		
		915	4--16		
		1039	5--12		
		1090	3--14		
		284	4--8		
		1054	3--12		
		1055	3--12		
		1056	4--16		
		1061	4--16		
		1062	4--16		
		1063	4--16		
		1057	4--16		
		1064	4--16		
		1065	3--0		
		1053	4--2		
		1073	6--2		
		924	2--4		
		905	4--13		
		911	1--11		
		907	1--0		
		906	7--12		
		921/1	2--5		
			580--8		

[No. 1(10)/Land & Rent/82.]

M. J. SRIVASTAVA,

Settlement Commissioner and *Ex-Officio* Under Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 30th March 1962

S.O. 1029.—In exercise of the powers conferred on me by Sub-Section (2) of Section 10 of the Displaced Persons (Claims) Supplementary, Act, 1954 (12 of 1954) I have delegated to Shri Khushi Ram, Deputy Chief Settlement Commissioner, with effect from the 1st April, 1962 the following powers of the Chief Settlement Commissioner namely:—

1. Power to transfer cases to Settlement Officers by general or special order under Sub-Section (1) of Section 4 of the said Act.
2. Power to require a Settlement Officer to appoint one or more persons to advise him in any proceeding pending before him, under Sub-section (2) of Section 6 of the Said Act.

3. Power to transfer any case pending before a Settlement Officer to another Settlement Officer under Section 7 of the said Act.

[No. F. 8(7)/CSC/AI-62/ARG.]

S.O. 1030.—In exercise of the powers conferred on me by Sub-Section (2) of Section 10 of the Displaced Persons (Claims) Supplementary Act, 1954 (12 of 1954), I have delegated to Shri Khushi Ram, Deputy Chief Settlement Commissioner with effect from the 1st April, 1962, the following powers of the Chief Settlement Commissioner:—

1. Powers to call for the record of any case decided by the Settlement Officer and pass order in the case under proviso to Sub-Section (3) of Section 4 of the said Act.
2. Special powers of revision under Section (5) of the said Act in respect of cases decided under the Displaced Persons (Claims) Act, 1950 (44 of 1950).

[No. F. 8(7)/CSC/AI-62/ARG.]

S. W. SHIVESHWARKAR,
Chief Settlement Commissioner.

(Office of the Chief Settlement Commissioner)

New Delhi, the 30th March 1962

S.O. 1031.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954, the Central Government hereby appoints Shri Khushi Ram as Deputy Chief Settlement Commissioner for the purpose of performing the functions assigned to him by or under the said Act with effect from 1st April, 1962.

[No. 8(7)CSC/AI/62/ARG.]

New Delhi, the 31st March 1962

S.O. 1032.—In exercise of the powers conferred by clause (a) of Sub-Section (2) of Section 18 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints, for Rajpura and Tripuri Townships, Shri T. R. Mago for the time being holding the post of Assistant Administrator, Pepsu Townships Development Board as Managing Officer for the custody, management and disposal of Compensation Pool with immediate effect.

[No. F. 7(1)/AGR/62.]

KANWAR BAHADUR,
Settlement Commissioner(A) and Ex Officio Dy. Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th March 1962

S.O. 1033.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Ahmedabad, in the matter of applications under section 33A of the said Act from certain employees of the Indian Bank Limited and the Canara Banking Corporation Limited.

EXHIBIT No. 16

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

1. Complaint No. 110 of 1961 in Reference No. 1 of 1960.

Shri S. Vaidyanathan,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings,"
Esplanade, Madras-1—*Opponent*.

2. Complaint No. 111 of 1961 in Reference No. 1 of 1960.

Shri G. K. Seetharaman,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Opponent*.

3. Complaint No. 112 of 1961 in Reference No. 1 of 1960

Shri K. Sethuraman,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings,"
Esplanade, Madras-1—*Opponent*.

4. Complaint No. 113 of 1961 in Reference No. 1 of 1960

Shri B. R. Baliga,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings".
Esplanade, Madras-1—*Opponent*.

5. Complaint No. 114 of 1961 in Reference No. 1 of 1960.

Shri V. S. Krishnan,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Opponent*.

6. Complaint No. 115 of 1961 in Reference No. 1 of 1960

Shri P. Nandkumar Pai,
c/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Ltd.,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Opponent*.

SUBJECT:—*Complaints under Sec. 33-A of the Industrial Disputes Act, 1947.*

APPEARANCES:

Shri V. Krishnan—*for the complainants.*

Shri Ram Nathan, Law Officer of the Bank—*for the opponents.*

AWARD

These complaints were filed before the National Industrial Tribunal (Bank Disputes) at Bombay under Section 33-A of the Industrial Disputes Act, 1947. They were transferred for disposal to this Court under Section 33-B of the said Act.

(2) The complainants' case was that the opponent Bank is a party to the dispute in Reference No. 1 of 1960 pending before the National Industrial Tribunal (Bank Disputes) for adjudication and they as well as the other clerks are workmen directly concerned in the said dispute. They alleged that after the dispute was referred for adjudication, i.e. after 21st March 1960 the opponent Bank directly recruited a good number of candidates for supervisory posts carrying emoluments of Rs. 500 and under, without giving any opportunity to them as well as to the other clerks, who are already in service, to compete for such recruitment as required under para 529 of the Sastry Award; that they possessed the requisite qualifications and experience for the said supervisory posts and they preferred appeals as required under the said para, but nothing was done for them; that this action of direct recruitment was not only based on favouritism and nepotism but was a clear case of unfair labour practice; and that by this action a definite alteration and change was effected to their prejudice in the conditions of service applicable to them before the commencement of the adjudication proceedings. They further alleged that the opponent Bank had given an undertaking in a letter dated 11th January 1967, written by its Acting Secretary to the Conciliation Officer (C), Madras to see that the provisions of the Sastry Award with regard to promotions and direct recruitment are strictly adhered to; but by this action that undertaking was also flouted. They contended that by this action of direct recruitment the opponent Bank committed contravention of the provisions of the Sastry Award as well as of Section 33 of the Industrial Disputes Act, 1947. Hence, the present complaints were filed and it was prayed that the appointments made by direct recruitment be set aside, and that the opponent Bank be directed to consider their cases as required by the Sastry Award and that other adequate reliefs be granted to them.

(3) The case of the opponent Bank was that as no matter regarding direct recruitment or promotion is pending before the National Industrial Tribunal (Bank Disputes) and as no direction of the Sastry Award has been contravened, the present complaints, as filed under Section 33-A of the Industrial Disputes Act, 1947, are misconceived and this Court has no jurisdiction to decide them. The opponent Bank contended that para 529 of the Sastry Award, on which the present complaints are based, is not applicable to direct recruitment to supervisory and officers' post. According to it the Award has specifically recognised the rights of the banks to directly recruit persons to such posts. It alleged that even the Central Government refused to refer a dispute for adjudication on the ground that the Award does not prohibit direct recruitment to the supervisory cadre. So it contended that by its action of direct recruitment it had not committed contravention of any of the provisions of the Sastry Award. It denied all allegations

regarding favouritism and nepotism and stated that they were malicious and untrue. It alleged that it has in fact promoted a large number of existing employees to supervisory posts. Hence, according to it, the complainants are not entitled to any relief and the complaints should be dismissed.

(4) As the points for determination and the relevant evidence were the same in all these complaints, they were, with the consent of the parties, consolidated and heard together and a common Award is given.

(5) It is now well-established that contravention of the provisions of Section 33 of the Industrial Disputes Act, 1947, is the very basis on which a complaint under Section 33-A can be founded. If a contravention of any of the provisions of Section 33 is not established, a complaint under Section 33A cannot be entertained. So the first point to be considered in the present complaints is whether a contravention of any of the provisions of Section 33 is established or not.

(6) The complainants' case was that by the impugned action of direct recruitment to supervisory and officers' posts, the opponent Bank committed contravention of the provisions of Section 33(1)(a) and/or Section 33(2)(a). I would first consider the contentions of the parties with regard to the provisions of Section 33(1)(a), which are as follows:—

Sec. 33. (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court, or a Tribunal or National Tribunal, in respect of an industrial dispute, no employer shall

(a) in regard to any matter connected with the dispute, alter to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them, immediately before the commencement of such proceeding;

(b)

save with the express permission in writing of the authority before which the proceeding is pending.

By the above provisions, an employer is prohibited from making, an alteration in the existing conditions of service with regard to any matter connected with the dispute to the prejudice of the concerned workmen. To attract these provisions, the first condition to be satisfied is that there must be an alteration or change in regard to a matter connected with a dispute pending before, the specified authorities. The complainants' case was that matters regarding promotion and direct recruitment to supervisory and officers' posts were covered by the Reference to the National Industrial Tribunal (Bank Disputes) and by the impugned action, the existing conditions with regard to those matters were altered. The subject matters of dispute were specified in Schedule II of the Reference to the National Industrial Tribunal (Bank Disputes). None of the items of the said Schedule made a specific mention of promotion and direct recruitment to supervisory and officers' posts. Reading, however, items Nos. 12, 14, 19 and 22, it was urged that these matters were, by necessary, implication covered within the ambit of the Reference. In this behalf, reliance was placed on the statement of claims filed by, and notes of arguments urged on behalf of the All India Bank Employees' Association. Copies of these documents were produced as Exs. 12 and 13. Reliance was also placed on the charter of demands submitted by the employees, but as its authentic or admitted copy was not filed, it cannot be taken into consideration. Now, Exs. 12 and 13 do show that at least one of the parties to the Reference took the matters regarding promotion and direct recruitment as being one of the subject matters of dispute, but that would not necessarily mean that these matters were, in fact, so covered within the scope of the Reference. There is nothing to show that the National Industrial Tribunal (Bank Disputes) held these matters to have been covered by the Reference. Now, the items, which were relied upon, are as follows:—

"12. Need for maintenance of seniority lists.

14. Categories of workmen to whom the award of the tribunal should be applicable.

19. Difficulties and anomalies in the operation of the existing award.

22. Any other question connected with or arising out of the forgoing matters."

A plain reading of item No. 14 would show that it can have no application to the facts of the present cases. As far as the item No. 19 is concerned, Ex. 12, does show that some arguments regarding difficulties in the matters of promotion and direct recruitment to higher posts were advanced, but the instances, relied upon in the arguments were clearly the alleged instances of contravention of the directions of the Sastry Award and not of inherent anomalies or difficulties in its operation. So this item also will have no application to the present cases. Then, the very language of item No. 22, would show that it will have application only if the matters under consideration are connected with, or are arising out of a matter specified in any other item. It was urged that item No. 12 is such an item because seniority lists are required to be maintained for certain purposes, one of which is promotion. Reading, however, the item Nos. 12 and 22, together, I do not think that the scope of the Reference can be so enlarged as to include therein a matter concerning rights and liabilities of the parties with regard to promotion and direct recruitment to the supervisory and officers' posts. These very items were considered by the learned Presiding Officer, Central Government Labour Court, Delhi, in *R. L. Khandewal and others V/s. The State Bank of Jaipur*, reported in the Gazette of India, Part II, Section 3(ii) dated 19th August 1961, at page 2019. He held that a matter regarding promotion is not covered within the scope of these items. I am in respectful agreement with that view. Clearly, therefore, the matters regarding promotion and direct recruitment to supervisory and officers' posts are not the subject matters of the dispute pending before the National Industrial Tribunal (Bank Disputes) and so the impugned action would not be covered within the scope of Section 33(1)(a). Hence that provision will have no application to the facts of the present cases.

(7) Then comes up for consideration the provisions of Section 33(2)(a). For the sake of convenience, whole of the Sub-section (2) of Section 33 is reproduced, as follows:—

"Sec. 33. (2) During the pendency of any such proceeding, in respect of an industrial dispute, the employer, may in accordance with the standing orders applicable to a workman concerned in such disputes

- (a) alter, in regard to any matter not connected with the dispute the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
- (b) for any misconduct not connected with the dispute, discharge or punish whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer."

Reading the above Sub-section, it was urged on behalf of the opponent Bank that making of an application for approval is necessary only in cases of discharge or dismissal and so there was no contravention of any of its provisions by the impugned action. This reading of the Sub-section, in my view, is not correct. To construe this Sub-section correctly, firstly, the difference in its language from that of Sub-section (1) must be noted. Sub-section (1) is of a prohibitive nature, while Sub-section (2) is of permissive nature. The whole of the present Section 33 was substituted in place of the old Section 33 by the Industrial Disputes (Amendment and Miscellaneous Provisions) Act, 1956. The old section prohibited any change in the conditions of service of, or any action being taken against, the workmen concerned in the pending disputes, except with the express permission of the authority before whom such disputes were pending. A number of applications for such permission were filed and their disposal took time. Employers complained that they were prevented from taking action even in obvious cases of misconduct etc. To obviate these difficulties, the present Section 33 was substituted in place of the old one. This historical back-ground of the present Section 33 was referred to and the said section was also interpreted by the High Court of Bombay in *Bipat Beni V/s. Sawarkar*, reported in 1962 L.L.J. (Vol. I) page 61, wherein it was observed as follows:—

"The whole section replaced the earlier section, which undoubtedly applied to all establishments, and if one bears in mind the reason for the amendment, it must appear to have been intended to apply to all establishments. In enacting Sub-section (2) in this form the intention was to see that the conditions of service of workmen were not changed or workman was not dismissed contrary to standing orders if they were applicable. No doubt, this section is inaptly drafted but it must be given a reasonable meaning."

In this behalf, it would also be very important to note the ruling of the Supreme Court of India in Lord Krishna Textile Mills V/s. Its workmen, reported in 1961 L.L.J. (Vol. I) at page 211. It was held therein as follows:—

"It would be noticed that even during the pendency of an industrial dispute, the employer's right is now recognised to make an alteration in the conditions of service so long as it does not relate to a matter connected with the pending disputes, and this right can be exercised by him in accordance with the relevant standing orders.

..... In dealing with cases falling under Section 33(2), the industrial authority will be entitled to enquire whether the proposed action is in accordance with the standing orders, whether the employee concerned had been paid wages for one month and whether an application has been made for approval as prescribed by the said sub-section. It is obvious that in cases of alteration of conditions of service falling under Section 33(2)(a) no such approval is required and the right of the employer remains unaffected by any ban."

So considering the provisions of Section 33(2) in light of these rulings, it would appear that if in regard to any matter not connected with the dispute, an alteration in the conditions of service of the concerned workman is to be made, an approval would not be necessary. The employer is permitted to make such an alteration without any approval or permission and to that extent the rigidity is relaxed; but a restriction is laid down and that restriction is that the alteration in conditions of service must be in accordance with the standing order, applicable to the workmen concerned. So even though making an application for approval for altering the conditions of service of a concerned workman is not necessary, yet it must be seen that the alteration is made in accordance with the standing orders applicable to him. A question then arises is what would be the position if such an alteration is made but it is not in accordance with the standing orders. In my view, such an alteration would be in contravention of the provisions of Section 33(2). No doubt, that Sub-section does not specifically provide that an alteration, which is not in accordance with the standing orders, should not be made; but the fact that a provision is made to permit an alteration in accordance with the standing orders, would by necessary implication mean that an alteration, which is not in accordance with the standing orders, cannot be made. In Nazir Ahmed V/s. Emperor, reported in 38 Bom. L.R. at page 987, a question concerning a magistrate's powers to record a statement under Section 164 of the Criminal Procedure Code arose and considering that question, it was observed by the Privy Council as follows:—

"The rule that applies is a different and not less well-recognised rule, namely that where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all. Other methods of performance are necessarily forbidden."

The observation that "where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all," was cited and not disapproved by the Supreme Court of India in Parbhani Transport V/s. Reg. Transport Authority, reported in 62 Bom. L.R. at page 523. So the position is that for making an alteration as contemplated under Section 33(2)(a), no approval would be necessary; but if the alteration is not in accordance with the standing orders, it would clearly amount to a contravention of the said provisions viz. Section 33(2)(a).

(8) It is true that in the ruling in R. L. Khandewal and others V/s. The State Bank of Jaipur, cited above, the Central Government Labour Court, Delhi, held that as no approval was necessary for making an alteration under Section 33(2)(a), there would not be a contravention of Section 33. But, the points raised and considered in the present cases were not considered in that ruling and so I do not think that it would be a good guidance in these cases.

(9) The conclusion arrived at in para 7 above would necessitate consideration of the question whether by the impugned action the conditions of service of the complainants immediately before the commencement of the proceedings before the National Industrial Tribunal (Bank Disputes) were altered to their prejudice in accordance with the standing orders or not. In the present cases the action that is challenged is of direct recruitment of 28 persons specifically mentioned in the Annexure 'A', annexed with the complaint Ex. 1. It was alleged that this direct recruitment was not made in accordance with the provisions of the standing

orders, and that it prejudicially affected the rights of the complainants as well as the other members of the clerical staff, who might have been promoted to those posts. It was also alleged that they had certain rights in this behalf under the Sastry Award. According to them, the provisions of the Sastry Award in this behalf comprised standing orders applicable to them. Now, there is no dispute that the Sastry Award applies to the parties in these cases. As appears from the Item No. 34 of the Schedule II of the Reference made to the Sastry Tribunal, the matter regarding standing orders was one of the matters referred for adjudication. In para 560 on page 154 of the Sastry Award, it was directed as follows:—

"We have already dealt with a large group of subjects under separate issues that would appropriately come under "Standing Orders". Reference may be made to our chapters on leave rules, hours of work and over-time, method of recruitment and conditions of service, subsistence allowance, transfers, promotions and so on. Our directions in all these matters cover the topics usually comprised under Standing Orders. We propose to give no further directions."

So the directions given with regard to the method of recruitment and promotions would amount to Standing Orders, to be considered in these cases. The method of direct recruitment was dealt with in chapter XXV and the following passage in para 494 deals with direct recruitment to supervisory and officers' grades and posts:—

"As regards the demand that no direct recruitment to supervisory and officers' grade should be made it has been urged on behalf of the banks that such directions would be beyond the jurisdiction of the Tribunal. In this connection our attention was invited to the following extract from paragraph 48 of Justice Divatia's Award: "The demand that the officers' and higher posts should be filled in by promotion from among the senior clerks cannot be granted because this Court has no power to make any Award about the selection of men to the officers' and higher posts and the dispute is confined to clerks and low paid employees." Without going into the legal position we are of opinion that it is neither necessary nor desirable to impose any such restrictions on the banks. Surely when a new bank is started or when it opens new branches it needs staff for different types of duties viz. clerical supervisory and administrative. It is therefore impossible to run a bank if it is not allowed to recruit directly supervisory and administrative staff."

The matter regarding promotion was dealt with in chapter XXVII and it was observed in para 529 that no hard and fast rules can be laid down in connection with promotions; that promotion is certainly not a matter which could be made automatic and a great deal of discretion by its very nature must rest with the management; and that it is not only difficult but very undesirable to lay down any one single principle for the exercise of discretion. The demand regarding promotions to the supervisory and officers' grade was dealt with in para 531 but no directions seem to have been given in that para or even in subsequent paras. However, a strong reliance was placed on behalf of the complainants on the following portion of para 529:

"We however direct that even when direct recruitment to particular posts is decided on, deserving men, already in service who come up to the required educational qualifications should also be enabled to compete for such recruitment by a reasonable relaxation of the rules relating to age and other restrictions if any. We further direct that in case of the employees who are not found fit for promotion the decision should be borne out by service record of the employees and that when a person senior in service is superseded, it should be for good and cogent reasons. We recommend that such an employee should have the right to appeal to the General Manager or the Managing Director who should consider the appeal with an open mind and revise the decision if necessary, and that such appeal should not be treated as an act of indiscipline on the part of the employee by the officers under whom he may be working."

It was urged that in the first two sentences of the above citation definite directions regarding recruitment to supervisory and officers' posts were given and a breach of those directions would amount to an action not in accordance with the Standing Orders. As against this, the argument urged on behalf of the opponent Bank was that no mandatory directions for direct recruitment to supervisory and officers' posts were given in the above passage. In support of this contention,

Shri Ramnathan, appearing for the opponent-Bank, relied on a copy of the letter, dated 1st March 1960, written by the Under Secretary to the Government of India to the opponent-Bank and to another bank. He also relied upon the observations made by the Supreme Court of India in Punjab National Bank Ltd. V/s. Their workmen, reported in 1961 L.L.J. (Vol. I) as page 10. The material observations are as follows:—

"Paragraph 529 of the award dealt with the problem of promotions. The award stated that it was not possible to lay down any hard and fast rule in connexion with promotions. It rejected the suggestion of the employees' unions that they should be consulted in connexion with promotions because it was satisfied that such suggestions were not supportable on principle. It was agreed that promotion could not be treated as a matter which could be made automatic and a great deal of discretion by its very nature must rest with the management in that connexion. Even so, in the said paragraph the award made certain general recommendations which may be borne in mind by the management in dealing with the cases of promotion."

In reply to this, it was urged on behalf of the complainants that even though in the observations, cited above, the provisions of para 529 were termed as recommendations they were given binding effect by that very ruling because all promotions which were not in accordance with them, were set aside. So those provisions were, in fact mandatory directions of the award. Now, considering the arguments of the parties, it should first be noted that the above ruling related mainly to cases of promotion pure and simple. Only the promotions which were made by virtue of two invalid circulars were held to be bad and directed to be set aside. In that ruling, no conclusion was arrived at on the basis of the first sentence of the above citation from para 529 containing mandatory direction. In this ruling very clear and specific observations were made regarding para 529 and they were that certain general recommendations were made. Moreover, reading para 529 closely it would appear that it refers to cases of promotions only and not promotions to the supervisory and officers' grade. The matter regarding promotion to supervisory and officers' grade was dealt with in para 531, where no directions were given. Further, assuming that para 529 also dealt with the matter regarding promotion to supervisory and officers' grade, it will have to be read so as to be consistent with para 494 wherein it was held that it was neither necessary nor desirable to impose any restriction on the banks in the matter of direct recruitment to supervisory and officers' grades. After clearly holding like this in para 494 no mandatory directions, putting restrictions on the banks in the matter of direct recruitment to supervisory and officers' posts or grades, could have been given in para 529. Reading therefore, the paras 494, 529 and 531 together, I think that no mandatory directions regarding direct recruitment to supervisory and officers' posts or grades were given in para 529 and whatever was said was, as observed by the Supreme Court of India in the ruling cited above, by way of general recommendations.

(10) Assuming that the view taken in the above para is not correct, and that the first two sentences are to be treated as giving mandatory directions in the matter of direct recruitment to supervisory and officers' posts or grade, it is clear that those directions were not complied with in the present case. But the question that would arise is whether or not by that non-compliance the conditions of service of the complainants existing before the commencement of the proceedings before the National Industrial Tribunal (Bank Disputes) were altered to their prejudice. The complainants' grievance was that by this non-compliance their cases for promotion were not considered and they lost opportunities of being promoted. But that would, not mean that their conditions of service existing before the commencement of the proceedings before the National Industrial Tribunal (Bank Disputes) were changed. The conditions of service which existed before the proceedings continued even now. Merely an opportunity of being promoted is a potential, and not a real, condition of service. In Automobile Products of India Ltd. V/s. U. S. N. Sharma, reported in the Bombay Government Gazette Part II, dated 20th January 1955 at page 208 it was observed by the Labour Appellate Tribunal of India, that the prospects of future promotion are too vague to form a condition of service. So if an opportunity is lost by non-compliance of the requirements of para 529, it cannot be said that the existing conditions of service were altered. No doubt in the ruling in 1961 L.L.J. (Vol. I) at page 10, cited above in para 9, the promotions which were held to be bad, were set aside but that was a case of a reference under Section 10(1)(d) and not a case under Section 33 or 33-A. The question to be considered in that case was not whether there was or not an alteration in the conditions of service existing at the time of the commencement of proceedings before the authorities specified under Section 33. So as far the point under consideration is concerned,

this ruling will not apply to the facts of the present case. In any view of the matter, therefore, it cannot be held that non-compliance of the requirements of para 529, in the present cases, would amount to an alteration as contemplated under Section 33(2)(a). Hence, it cannot be held that by the impugned action, any of the provisions of Section 33(2)(a) were contravened. No other kind of contravention of Section 33 was alleged. So as no contravention of any of the provisions of Section 33 is established, these complaints would fail.

(11) In the result, I hold that these complaints should be dismissed. There would be no orders as to costs. I direct that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

D. M. VIN,

Presiding Officer,
Labour Court (Central).

EXHIBIT No. 5

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 157 of 1961

IN

REFERENCE No. 1 of 1960

Shri G. Udayamuthu,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited.
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:— A Complaint under Sec. 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan. Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 158 of 1961

IN

REFERENCE NO. 1 OF 1960.

Shri R. Srinivasan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint Nos. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 159 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri A. Visvanathan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

**BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY**

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 160 of 1961

IN

REFERENCE No. 1 of 1961.

Shri K. Ganesan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.
BOMBAY;

Sd./- H. RAMNATHAN,
Representative of
the Employer.

The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 161 of 1961

IN
REFERENCE No. 1 of 1960.

Shri S. K. Subramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247, 249 to 262 and 265

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V KRISHNAN,
Representative on
behalf of the
Complainants.

Sd/- H RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962

EXHIBIT No. 3

BEFORE SHRI D M VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No 162 OF 1961

IN

REFERENCE No 1 OF 1960

Shri R. Narasimhan,
C/o Shri V. Krishnan, B.A., LL B,
Indian Bank Ltd, Sir P.M Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent

SUBJECT —A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V Krishnan—for the Complainant.

Shri H Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastiy Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'
Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3
BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 163 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri S. Nachiappan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd. Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants,
BOMBAY;

Sd./- H. RAMNATHAN,
Representative of
the Employer.

The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN, PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD

COMPLAINT No. 164 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. Sundararajan Iyengar,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd/- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 285.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 165 of 1961

IN

REFERENCE No. 1 of 1960.

Shri M. A. M. Annamalai,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint Nos. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 166 of 1961

IN

REFERENCE No. 1 of 1960.

Shri T. R. Ramanath Davey,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastiy Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint Nos. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 167 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. K. Venkataraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan. Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint Nos. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 168 of 1961

IN

REFERENCE No. 1 of 1960.

Shri A. Arunachalam,

C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*.*Versus*

The Secretary,

Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

In this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 1st February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 169 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri V. Subramania Pillai,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 170 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri N. Sivalingam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastri Award or violated the provisions of Section 23 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.
BOMBAY;

Sd./- H. RAMNATHAN,
Representative of
the Employer.

The 7th February, 1962

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT NO. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 171 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri C. T. Muthuraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1--Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1--Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 172 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri G. Ragunatha Raju,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*
versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Building",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan for the Complainant

Shri H. Ramnathan Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 173 of 1961

IN

REFERENCE No. 1 of 1960.

Shri K. N. Madhavan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 8 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 174 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri N. K. R. Narayanan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing

or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastiy Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265

IN

REFERENCE NO. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT NO. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT NO. 175 OF 1961

IN

REFERENCE NO. 1 OF 1960

Shri N. K. Venkatachalam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265

IN

REFERENCE NO. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 176 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri R. M. Sethu,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 177 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri K. R. Sethuraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT NO. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT NO. 178 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri B. V. Venkataraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or

an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 179 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri V. Anantanarayanan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

**BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.**

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 26b.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

**BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.**

COMPLAINT No. 180 of 1961

IN

REFERENCE No. 1 of 1960.

**Shri E. Padmanabhan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant**

Versus

**The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.**

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

**Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).**

ANNEXURE 'A'

Ex. No. 6.

**BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.**

May it please your Lordship,

Complaint Nos. 116 to 135; 137 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115 in

this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.
Sd./- D. M. VIN.
7-2-1962.

EXHIBIT No. 3.
BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.
COMPLAINT No. 181 OF 1961
IN
REFERENCE No. 1 OF 1960.

Shri S. M. Swamy,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 182 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri K. Venkatachalam,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 183 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri J. Raghavan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1--Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1--Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 184 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri K. Kannuswamy,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central)

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,
Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 185 of 1961

IN

REFERENCE No. 1 of 1960

Shri Y. A. Subramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 186 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri V. Subramanian,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,
Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 187 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri P. A. Padmanabhan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,

Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 188 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri R. Veeraswamy,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 189 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri M. Chidambaram,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastri Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastri Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,

Presiding Officer,

Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT NO. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT NO. 190 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri S. Venkateswaran,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 191 of 1961

IN

REFERENCE No. 1 of 1960

Shri Alexander M. Koshy,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'**Ex. No. 6**

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 192 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri C. T. Chidambaram,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,

Presiding Officer,

Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 193 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri P. A. Kurian,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer,

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 194 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri L. Damodara Prabhu,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.
COMPLAINT No. 195 OF 1961

IN

REFERENCE No. 1 of 1960.

Shri T. N. Subramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan--for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank--for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 263.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 113 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.
COMPLAINT No. 196 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. Srinivasan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN.

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 197, OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri R. M. N. N. Nachiappan,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT.—A Complaint under Section 33-A, of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A, of the Industrial Disputes Act, (1947), to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint Nos. 116 of 1961, in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY.

May it please your Lordship;

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115, in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN.
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 198, OF 1961.

IN

REFERENCE NO. 1 OF 1960.

Shri M. Manickam.
C/o. Shri V. Krishnan, B.A. LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay—1.—Complainant.

Versus.

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras—1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD.

This is a complaint made under Section 33-A of the Industrial Disputes Act, (1947), to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116, of 1961, in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115, in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN.
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY.

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.
7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN, PRESIDING OFFICER LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 199 OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri G. Srinivasan,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, BOMBAY-1.—Complainant.

Versus.

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, MADRAS-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A, of the Industrial Disputes Act, (1947), to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2), of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act, and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961, in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint No. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115, in this court and the result of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-62.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 200 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri L. Kathiragan,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT.—A Complaint under Section 33-A, of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—*for the Complainant*.Shri H. Ramnathan, Law Officer of the Bank—*for the Respondent*.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act, (1947), to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33, and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33, of the Industrial Disputes Act, and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961, in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,

Presiding Officer,
Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN.

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 201 of 1961

IN

REFERENCE No. 1 of 1960

Shri S. V. Muthappan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the *Complainant*.

Shri H. Ramnathan, Law Officer of the Bank—for the *Respondent*.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No 116 of 1961 in Reference No 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265

IN

REFERENCE NO. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,

Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,

Representative of
the Employer.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 202 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri K. S. Vasudevan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 203 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri V. R. Veerappan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES :

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,
Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

*
REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 204 OF 1961

IN

REFERENCE No. 1 OF 1960

Shri S. Kothandaraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—*for the Complainant*.Shri H. Ramnathan, Law Officer of the Bank—*for the Respondent*.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(3) The Opponent Bank's case was that this complaint was not maintainable recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 205 OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri K. Karthuri,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 8 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 206 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri R. Saminathan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'
Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

COMPLAINT No. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer

BOMBAY,
The 7th February, 1962.

Recorded

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3
BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 207 OF 1961.

IN

REFERENCE NO. 1 OF 1960.

Shri P. V. Krishnamoorthi,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, BOMBAY-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade MADRAS-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

COMPLAINT NO. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 208 OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri L. Valliappan,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, BOMBAY-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, MADRAS-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship.

COMPLAINT No. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in

this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,

The 7th February, 1962

Recorded.

Sd./- D. M. VIN.

7-2-1962.

Ex. No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 209 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri N. S. Paramesh,
C/o. Shri V. Krishnan, B.A., LL.B.
Indian Bank Ltd., Sir P. M. Road,
Fort, BOMBAY-1.—Complainant.

Verſus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings"
Esplanade, MADRAS-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD,
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

Ex. No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT NO. 210 OF 1961.

IN

REFERENCE NO. 1 OF 1960.

Shri P. C. Kuruvilla,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, BOMBAY-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.
7-2-1962.

Ex. No. 3

BEFORE SHRI D. M. VIN.

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT NO. 211 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri K. Chandras-e-Karan Nair,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary
Indian Bank Limited.
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act. 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD,
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd /- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

Ex. No. 3

BEFORE SHRI D. M. VIN.

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 212 OF 1961.

IN

REFERENCE No. 1 OF 1960

Shri S. Narayanan,
C/o. Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—*for the Complainant*.

Shri H. Ramnathan, Law Officer of the Bank—*for the Respondent*.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B (2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 3 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD,
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

**BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY**

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY,

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN.

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 213 OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri S. Subramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962

Sd./- D. M. VIN,
Presiding Officer.

Labour Court (Central).

ANNNERURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./-H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd /- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 214 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. S. Venkatasubramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 215 OF 1961

IN

REFERENCE NO. 1 OF 1960.

Shri K. Gopalkrishnan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947

APPEARANCES :

Shri V. Krishnan—*for the Complainant.*

Shri H. Ramnathan, Law Officer of the Bank—*for the Respondent.*

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer.
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

**BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.**

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN.
7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 216 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. Parasuraman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,

Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY.

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in

this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd/- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 217 of 1961

IN

REFERENCE No. 1 of 1960.

Shri V. Sankaran,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33 A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March 1962.

Sd/- D. M. VIN,

Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 218 of 1961

IN

REFERENCE No. 1 of 1960.

Shri B. Thanikaivelu,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33 A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6.

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3.

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 219 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri T. N. Mahadevan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33 A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award nor violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd/- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.
Sd/- D. M. VIN.
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 220 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri S. Ramakrishnan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P. M. Road,
Fort, Bombay-1.—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1.—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 8 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'
Ex. No. 8

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL)
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd/- V. KRISHNAN,
Representative on behalf of the
Complainants.

Sd/- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN.

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 221 of 1961

IN

REFERENCE No. 1 of 1960.

Shri T. R. Krishnan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 118 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 222 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri A. G. Kesava Menon,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 223 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. V. Balakrishnan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 224 of 1961

IN

REFERENCE No. 1 of 1960.

Shri K. K. Raman,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade; Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

D. M. VIN,

Presiding Officer,

Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 225 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri N. Madhavan Nair,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award, or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of, the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 226 of 1961

IN

REFERENCE No. 1 of 1960.

Shri T. S. Krishnamoorthy,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD
COMPLAINT No. 227 of 1961

IN

REFERENCE No. 1 of 1960.

Shri A. R. Viswanathan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 228 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. Govindan Manbiar,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 229 of 1961

IN

REFERENCE No. 1 of 1960.

Shri K. Subramaniam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 230 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri Pothan M. Mathew,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 231 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri P. Sundaram,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 232 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri S. Kulanderi Samy
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—*Complainant*.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—*Respondent*.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—*for the Complainant*.

Shri H. Ramnathan, Law Officer of the Bank—*for the Respondent*.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate relief should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of the said agreement a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD:
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint No 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 233 OF 1961

IN

REFERENCE No. 1 of 1960.

Shri M. Rajarathnam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd/- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 234 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. Sundararajan Naidu,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD:

COMPLAINT No. 235 of 1961

IN

REFERENCE No. 1 of 1960.

Shri K. Sethuraman,
C/o Shri V. Krishnan, B.A., LL.B.
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960. The Award is, therefore, made in terms of the said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;
The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 of 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;
The 7th February, 1962.

Recorded.
Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 236 OF 1961

IN

REFERENCE No 1 OF 1960

Shri V. Raman,
C/o Shri V Krishnan, B A, LL B,
Indian Bank Ltd, Sir P.M Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES.

Shri V Krishnan—for the Complainant

Shri H Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes) It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex 6 filed in Complaint No 116 of 1961 in Reference No 1 of 1960) The Award is, therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs It is also directed that this Award be submitted to the Central Government

AHMEDABAD,
The 5th March, 1962

Sd/- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos 116 to 135, 157 to 239, 241 to 244; 247; 249 to 262 and 265

IN

REFERENCE No 1 OF 1960

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos 110 to 115

in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 237 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri S. A. A. R. Chockalingam,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nqs. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 238 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri G. S. Sankaran,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained

the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (*vide* Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE No. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

BOMBAY;

The 7th February, 1962.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

Recorded.

Sd./- D. M. VIN,
7-2-1962.

EXHIBIT No. 3

BEFORE SHRI D. M. VIN,
PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD.

COMPLAINT No. 239 OF 1961

IN

REFERENCE No. 1 OF 1960.

Shri K. M. Viswanathan,
C/o Shri V. Krishnan, B.A., LL.B.,
Indian Bank Ltd., Sir P.M. Road,
Fort, Bombay-1—Complainant.

Versus

The Secretary,
Indian Bank Limited,
"Indian Chamber Buildings",
Esplanade, Madras-1—Respondent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—for the Complainant.

Shri H. Ramnathan, Law Officer of the Bank—for the Respondent.

AWARD

This is a complaint made under Section 33-A of the Industrial Disputes Act (1947) to the National Industrial Tribunal (Bank Disputes). It was transferred to this Court under Section 33-B(2) of the said Act.

(2) The complainant alleged that the Opponent Bank's action of directly recruiting certain persons to supervisory posts was in contravention of the directions given in the Sastry Award and so either prior permission in writing or an approval of the Tribunal was necessary; but as the same was not obtained the Opponent Bank had violated the provisions of Section 33 and so proper and adequate reliefs should be granted to him.

(3) The Opponent Bank's case was that this complaint was not maintainable and that it had neither contravened any of the directions of the Sastry Award or violated the provisions of Section 33 of the Industrial Disputes Act and so this complaint should be dismissed.

(4) At the time of hearing the parties arrived at an agreement and desired that the Award should be passed in terms of the same (vide Ex. 6 filed in Complaint No. 116 of 1961 in Reference No. 1 of 1960). The Award is, therefore, made in terms of this said agreement, a copy of which is annexed herewith as Annexure 'A' and it is directed that the parties should abide by the terms of the same. There would be no orders as to costs. It is also directed that this Award be submitted to the Central Government.

Sd./- D. M. VIN,

Presiding Officer,

Labour Court (Central).

AHMEDABAD;

The 5th March, 1962.

ANNEXURE 'A'

Ex. No. 6

BEFORE THE PRESIDING OFFICER, LABOUR COURT (CENTRAL),
AHMEDABAD AT BOMBAY

May it please your Lordship,

Complaint Nos. 116 to 135; 157 to 239; 241 to 244; 247; 249 to 262 and 265.

IN

REFERENCE NO. 1 OF 1960.

We the parties to the above dispute agree to abide by the result of the award or an amicable settlement which may be arrived in Complaint Nos. 110 to 115 in this court and the results of the appeals in other courts, if preferred, by either or both the parties in the above applications.

It is prayed that the Award in the above Complaints be passed in terms of the above.

Sd./- V. KRISHNAN,
Representative on
behalf of the
Complainants.

Sd./- H. RAMNATHAN,
Representative of
the Employer.

BOMBAY;

The 7th February, 1962.

Recorded.

Sd./- D. M. VIN,

7-2-1962.

Exhibit No. 40

BEFORE SHRI D. M. VIN,

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

Complaint No. 152 of 1961

in

Reference No. 1 of 1960

Shri U. Sridhar Rao,
7, Kailash Kutir,
Room No. 4, Scheme No. 6,
Sion East, Sion, Bombay-22—Complainant.

Versus.

The Canara Banking Corporation Limited,
by its General Manager, C.B.C. Ltd.,
Administrative Office, Post Box 88,
Mangalore-1 (S.K.)—Opponent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri K. K. Mandal—for complainant.

Shri K. Ramdas Nayak—for the opponent.

AWARD

This is a complaint filed before the National Industrial Tribunal (Bank Disputes), Bombay, under section 33-A of the Industrial Disputes Act, 1947. It was transferred under section 33-B(2) of the said Act to this Court.

(2) The complainant was appointed as an apprentice in Adoni Branch of the opponent-Bank in September 1956 and during the period of his apprenticeship he was transferred to Mandvi Branch, Bombay. He joined at Mandvi Branch on 24th September 1957. Where he was subsequently confirmed as a clerk. He worked in this Branch till he was transferred to the Secunderabad Branch by an order dated 15th April 1961. It is this order of transfer which is in dispute in the present case.

(3) The complainant alleged that he was elected as a member of the Executive Committee of the Canara Banking Corporation Employees' Union in 1959 and since then he was subjected to much harassment by way of very frequent inter-departmental transfers. Due to such transfers, there were very frequent changes in his work and very often he was required to perform unfamiliarised duties; but he worked very carefully and did not allow the attempts of harassment to succeed. Then all of a sudden he was served with the order of transfer on 19th April 1961 at about 6-25 p.m. and was required to be relieved after the normal working hours on the same day. He then alleged that at that time he was under treatment for anaemic rheumatism and as the treatment would suffer and his health would be upset he appealed by his letters, dated 21st April 1961 and 24th April 1961 for reconsideration of the transfer order. Some workmen also appealed on his behalf for reconsideration of the transfer order but the order was not changed. He contended that the order of transfer was passed with a view to victimise him for his lawful trade union activities. He denied that the transfer was motivated either by exigencies of business or by consideration of economy. He alleged that one Shri B. Krishnamurthy Nayak was transferred by an order, dated 15th April 1961 from Secunderabad Branch to Mandavi Branch. So, according to him, the transfer was not for *bona fide* reasons. He then contended that the transfer was in contravention of the provisions of the Sastry Award as well as of section 33 of the Industrial Disputes Act, 1947. So the present complaint for cancellation of the transfer and for consequential reliefs was filed.

(4) The contentions raised on behalf of the opponent Bank were that the present complaint is not maintainable under section 33-A of the Industrial Disputes Act, 1947; that its action of transferring the complainant from Mandavi Branch, Bombay to Secunderabad was not in violation of any of the provisions of section 33 of the said Act; that the transfer was in accordance with the terms and conditions laid down under the Sastry Award; that the complainant had given his consent to such transfers by his replies to a questionnaire dated 28th August 1956 and by signing the agreement dated 14th November 1957; that it was

an inherent right of an employer to transfer an employee and the orders of transfer should not be lightly interfered with; that the transfer under dispute was *bona fide* and because of the exigencies of its business; that it was not because of any ulterior motive to victimise him for his lawful trade-union activities; that it was not even aware of his trade-union activities; and that the transfer was for absolutely *bona fide* and valid reasons. It contended that therefore this complaint should be dismissed.

(5) A plain reading of section 33-A of the Industrial Disputes Act, 1947, would show that it can have application only if there has been a contravention of the provisions of section 33. Breach of the provisions of section 33 is so to say a condition precedent for exercise of the jurisdiction under section 33-A. So the first point that arises for consideration is whether any violation of any of the provisions of section 33 is established or not.

(6) The material portion of section 33 is as follows:—

Sec. 33(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute,—

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or

(b) by discharging or punishing, whether by dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a 'protected workman' in relation to an establishment, means a workman who, being an officer of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

.....

For the sake of convenience, I would first dispose of Sub-section (3). Eventhough the complainant alleged that he was a member of the Executive Committee of the Canara Banking Corporation Employees' Union since 1959, there is no evidence to show that he was as required under the explanation, registered as a protected workman in accordance with the relevant rules. So he cannot claim to be a protected workman. Sub-section (3) will have no application to the facts of this case and there was no violation of any of its provisions.

(7) Provisions of Sub-section (1) would apply to the cases where there has been an alteration in regard to a matter connected with the dispute pending before the specified authorities and to the prejudice of the concerned workman or to the cases where a concerned workman has been discharged or punished whether by dismissal or otherwise for any misconduct connected with the dispute pending before the specified authorities. The impugned order of transfer was not alleged to be a punishment for any misconduct connected with the pending dispute. But it was contended that a matter concerning transfers was covered within the scope of the Reference made to the National Industrial Tribunal (Bank Disputes) and so the action of making a transfer without the express permission in writing of the said Tribunal was in violation of the provisions of section 33. A copy of the order of Reference has been produced in the case at Ex. 31. Its Schedule II mentions the subject matters of the dispute referred for adjudication. It would be important to note that none of the items of Schedule II specifically mentioned transfers. It was, however, contended on behalf of the complainant that the matter regarding transfer was one of the matters for adjudication of the National Industrial Tribunal (Bank Disputes) and in support of the contention, reliance was placed on the copies of the Statement of Claims filed by the All India Bank Employees' Association and of the Written Statement of the Indian Banks' Association. These copies were produced in the Complaint No. 153 of 1961 and the parties had no objection for referring to the relevant documents produced in that case. Now on page 65 of the Statement of Claims, the matter regarding transfer has been dealt with and similarly on page 93 in para 183 of the written statement the contentions regarding transfer are replied. But there is nothing to show that the matter regarding transfer has been held to have been covered within the ambit of the Reference by the National Industrial Tribunal (Bank Disputes). Pleadings of the parties may furnish a good circumstance in support of a contention but on a question of interpretation of the Reference they would not be of much help. Moreover in the Statement of Claim the matter regarding transfers is alleged to have been covered by item No. 22 read with item No. 4. Those items are as follows:—

Item No. 4.—House rent and other allowances, including travelling and halting allowances and leave fare concessions.

Item No. 22.—Any other question connected with or arising out of the forgoing matters.

Obviously, item No. 22 would apply only if a question arises out of or is connected with any of the matters specifically mentioned in the items Nos. 1 to 21. Item No. 4, no doubt, mentions "other allowances" and that may mean that a dispute regarding transfer allowances would be covered within the scope of the Reference; but I do not think that a matter concerning the rights and liabilities of the parties in the matter of ordering and carrying out transfers would be covered within the scope of that item. Considering the Schedule II as a whole, I do not think that a matter concerning transfer is covered within its scope and it cannot be held that a dispute regarding a matter concerning transfer was pending before the National Industrial Tribunal (Bank Disputes) as contemplated under Sub-section (1). In that view of the matter, the said Sub-section also would have no application to the facts of the present case.

(8) Considering the provisions of Sub-section (2), it should, at the outset be noted that it is worded quite differently. The language as used in Sub-section (2) shows that it is a permissive provision. In *Bipat Beni V/s. Sawarkar*, reported in 1962 L.L.J. (Vol. 1) at page 61, while construing this very provision it was observed by the High Court of Bombay that statutes and documents must be construed fairly and reasonably and so construing the intention of the maker must be ascertained. It then observed that before an amendment of section 33, no change in conditions of service could be effected, however urgent the need may be without going through the procedure. This position created a number of difficulties and frequent complaints were made. To meet this grievance, the present section was substituted in place of the old one. After making these general observations, it held as follows:—

"The whole section replaced the earlier section, which undoubtedly, applied to all establishments and if one bears in mind the reason for the amendment it must appear to have been intended to apply to all establishments. In enacting Sub-section (2) in this form the intention was to see that the conditions of service of workmen were not changed or the workmen were not dismissed contrary to standing orders, if they were applicable. No doubt, this section is inaptly drafted, but it must be given a reasonable meaning."

In this behalf it would be very pertinent to note the ruling of the Supreme Court of India in *Lord Krishna Textile Mills V/s. Its workers*, reported in 1961 L.L.J. (Vol. I) at page 211, wherein it was held as follows:—

"It would be noticed that even during the pendency of an industrial dispute, the employer's right is now recognised to make an alteration in the conditions of service, so long as it does not relate to a matter, connected with the pending dispute, and this right can be exercised by him in accordance with the relevant standing orders.

..... In dealing with cases falling under Section 33(2) the industrial authority will be entitled to enquire whether the proposed action is in accordance with the standing orders, whether the employee concerned has been paid wages for one month and whether an application has been made for approval as prescribed by the said Sub-section. It is obvious that in cases of alteration of conditions of service, falling under Section 33(2)(a) no such approval is required and the right of the employer remains unaffected by any ban."

Construing now the provisions of Sub-section (2) of Section 33 in light of the above rulings, it would appear that even during the pendency of proceedings in respect of an industrial dispute before the specified authorities, the employer can in accordance with the standing orders discharge or dismiss a workman for a misconduct not connected with the dispute after paying one month's wages to him and for these matters he will have only to obtain an approval. This Sub-section further permits the employer to punish a workman in any other manner in accordance with the standing orders for a misconduct not connected with the dispute, and also to make in accordance with the standing orders an alteration in the conditions of service so long as it relates to a matter not connected with the dispute and for these purposes he would not be required to obtain any approval. Putting it in short for the purposes of this case only, an employer can make an alteration in the conditions of service applicable to the workman concerned with regard to any matter not connected with the pending dispute without obtaining any approval, provided that the alteration is made in accordance with the standing orders applicable to that workman. So, it is clear that for making such an alteration no approval is necessary. But, the question that arises is what would be the position if an alteration in the conditions of service applicable to the concerned workman is made with regard to a matter not connected with the pending dispute and such alteration is not made in accordance with the standing orders applicable to the concerned workman. In my view, such an alteration, which is not in accordance with the standing orders, would amount to a violation of the provisions of Sub-section (2). No doubt, that Sub-section does not specifically provide that an alteration which is not in accordance with the standing orders should not be made; but the fact that a provision is made to permit an alteration in accordance with the standing orders, would by necessary implication mean that an alteration which is not in accordance with the standing orders, cannot be made. In *Nazir Ahmed V/s. Emperor*, reported in 38 BOM. L.R. at page 987, a question concerning a magistrate's powers to record a statement under Section 164 of the Criminal Procedure Code arose and considering that question, it was observed by the Privy Council, as follows:—

"The rule which applies is a different and not less well-recognised rule, namely, that where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all. Other methods of performance are necessarily forbidden."

The observation that "where a power is given to do a certain thing in a certain way the thing must be done in that way or not at all," was cited and not disapproved by the Supreme Court of India in *Parbhani Transport V/s. Reg. Transport Authority*, reported in 62 Bom. L.R. 521 at page 523. So the position is that for making an alteration as contemplated under Section 33(2)(a) no approval would be necessary; but if the alteration is not in accordance with the standing orders, it would clearly amount to a contravention of the said provisions viz. Section 33(2)(a).

(9) This position would necessitate consideration of the question whether by the impugned order of transfer an alteration in the conditions of service was made in accordance with the standing orders applicable to the complainant or not. Now, there is no dispute that the Sastry Award applies to the parties in the present case. Item 34 of Schedule II of the Reference made to the Sastry Tribunal shows that the matter regarding standing orders was one of the matters

referred for adjudication. In para 560 on page 154 of the Sastry Award, it was directed as follows:—

"We have already dealt with a large group of subjects under separate issues that would appropriately come under 'Standing orders'. Reference may be made to our chapters on leave rules, hours of work and overtime, method of recruitment and conditions of service, subsistence allowance, transfers, promotions and so on. Our directions in all these matters cover the topics usually comprised under Standing Orders. We propose to give no further directions."

So evidently the directions given with regard to transfers would amount to Standing Orders to be considered in this case. Directions regarding transfers were given in para 536 at page 149, the material portion of which is as follows:—

"We direct that in general the policy should be to limit the transfers to the minimum consistent with the banking needs and efficiency. So far as members of the subordinate establishments are concerned there should be no transfers ordinarily and if there are any transfers at all, they should not be beyond the language area of the person so transferred. We further direct that even in the case of workman, not belonging to the subordinate staff, as far as possible there should be no transfer outside the State or the language area in which the employee has been serving, except, of course, with his consent."

The complainant is a workman not belonging to the subordinate staff. So the third sentence of the above direction would apply to him. These directions came up for interpretation before Shri F. Jeejeebhoy, the then Chairman of the Labour Appellate Tribunal of India in a Reference between the Punjab and Sind Bank Ltd., Dehra Dun V/s. Their Workmen. In his decision dated 12th March, 1959, which is published in the issue of Bank Mazdoor, March 1. 59, he observed that whereas in the case of the subordinate staff, it is stated in the second sentence that transfers should not be beyond the language area of the person transferred, in the case of workmen, who are not subordinates, there should be no transfer outside the State or the language area in which the employee has been serving. The word "even" appears to be intensifying the factum of the prohibition. Of course, the reference was made to him for interpreting the second sentence of the directions, cited above, but his observations regarding the third sentence, referring to the workmen who are not belonging to the subordinate staff, would certainly deserve due weight. It may be contended that the words "as far as possible" as used in the third sentence were not given their due weight and considering them it would appear that it would be open to a bank to transfer the clerks etc. outside the State or the language areas in certain cases. Even if this contention is accepted, the sentence would mean that it must be shown that in the particular case there was no other alternative but to transfer the particular clerk outside the State or the language area. But, I think that, reading the whole sentence, the correct interpretation would be that there should not be any transfer outside the State or the language area, except, of course, with the consent of the concerned workman.

(10) Now, at the time of the transfer the complainant was serving in Bombay in the State of Maharashtra and he was transferred to Secunderabad which is outside the State of Maharashtra. Of course, he joined as an apprentice at Adoni, but during the period of apprenticeship, he was transferred to Bombay, where he was, subsequently, confirmed as a clerk. His regular service in the opponent Bank started at Bombay. He was in Bombay since September 1957. This transfer was, firstly tried to be justified on the ground that it was with the complainant's consent. The consent relied upon was the same as given in a reply to a questionnaire dated 28th August 1956 issued to him. (Vide Ex. 24) and in an agreement, dated 14th November 1957 (Vide Ex. 23). It was urged that in these documents the complainant had given his consent to go on transfer at any branch or office of the opponent Bank and so he cannot now object to the validity of the impugned transfer. In my opinion, the consent envisaged in para 536 of the Sastry Award is the consent obtained at the time of the particular transfer and not a general consent taken at the time of the recruitment of a workman. If such a general consent is good, the provisions of the Award in this behalf would be rendered nugatory. I, therefore, do not think that the consent relied upon by the opponent Bank in the present case is in any way effective for the purposes of the impugned transfer.

(11) The next ground urged in support of the impugned transfer was that an employer has an inherent right to transfer his employees and that right cannot be fettered in any manner. I think that when a matter regarding transfer is

governed by an award applicable to and binding on the banks and their workmen, it cannot be said that a bank has an unfettered right to transfer its employees. Whatever rights it has, are those as given under the award and beyond the provisions of the award it cannot, in my view, claim any right of transfer.

(12) It is observed in para 9 above that the directions concerning transfers of workmen not belonging to the subordinate staff would mean that they cannot be transferred outside the State or the language area in which they have been serving except, of course, with their consent. If this interpretation is accepted, the transfer, under consideration, would not be in accordance with these directions because, as held above, it was not contented to by the complainant in the manner envisaged therein. But, assuming that this interpretation is not correct, even then, as observed above, the words "even" and "as far as possible there should be no transfer" as used in the relevant direction would mean that it must be shown that in the particular case there was no other alternative but to transfer the particular clerk outside the State or his language area. So in that case, it should be considered whether the transfer under consideration was so necessary or not.

(13) At the outset, it should be noted that in this behalf reliance was placed on the award of Shri Jeejeebhoy in Bank of Mysore Ltd., Bombay V/s. Their Workmen, reported in 1960 L.L.J. (Vol. I) at page 107, wherein it was held as follows:—

"It is the function of the bank to decide whether the exigencies of service demand the transfer of an employee from one branch to another branch or to the head office and that right cannot be fettered without detriment to the service of the bank. No doubt the bank should minimise the hardship as far as possible, but I am unable to find in or about the transfer of this employee any grounds for believing that the bank was moved by ulterior motives to transfer him from this place to the head office, and thereafter to a branch for that is the scheme of the bank. It may be that when considering questions of transfers the bank has to choose between two or three persons of experience and suitability but it is not the function of this tribunal to substitute its judgement for the judgement of the bank in selecting the employee, who should in fact be transferred."

No doubt, the above observations relate to the case of a particular clerk and to the facts established in that case, but the principle enunciated therein is a good one and I respectfully accept the same. Applying, then, that principle to the facts of the present case, it should be considered as to what would be the position.

(14) It was urged on behalf of the opponent Bank that the transfer under consideration was made only because of the exigencies of its work and was quite a *bona fide* one. It was also urged that a number of such transfers are made every year and there was nothing new in this transfer. It was alleged that in 1959, there were about 123 transfers, that in 1960 there were about 204 transfers and that from January 1961 till the filing of the written statement there were about 134 transfers. The number of transfers per year was not disputed, and it does seem that in the opponent Bank many workmen are transferred. This will, certainly, be a circumstance in favour of the opponent Bank, but it would not necessarily prove that the impugned transfer was one of the routine transfers. It will have to be considered on its own merits.

(15) It was then alleged that the opponent Bank had to make due provision for the take over of 16 branches of the Bank of Citizens Ltd., Belgaum, under the Scheme of Amalgamation sanctioned by the Central Government in consultation with the Reserve Bank of India. Of course due to this Amalgamation, it would be necessary to order some transfers, but it is very important to note that the date of the sanction of the Central Government was not even mentioned. At the time of hearing of arguments in this case the existence of this reason at the time of or even soon after the impugned transfer was very seriously challenged; yet there is nothing to show that when the impugned transfer was ordered, the Central Government had given the sanction for the Scheme of Amalgamation. If the existence of this reason at the time of the transfer under dispute was proved, it would not have been open to consider its sufficiency. The existence of the reason must be established and as soon as that is done, the principles laid down in 1960 L.L.J. (Vol. I) page 107, cited above, would apply. It cannot be said that merely because a reason is alleged, its existence is established. I do not think that from the evidence on the record, this reason can be held to have been established. In my view, therefore, this ground would not help the opponent Bank in this case.

(16) It was then urged that as the Mandavi Branch where the complainant was working was incurring losses, he was transferred. In support of this contention the opponent-Bank produced a statement of accounts at Ex. 39. According to the statement, the Mandavi Branch was incurring loss in about June 1961; but it is very important to note that a clerk named Shri B. Krishnamurthy Nayak, was transferred from Secunderabad to Mandavi Branch on the very day on which the complainant was transferred from the Mandavi Branch to Secunderabad. The transfer orders for the complainant and for Shri B. Krishnamurthy Nayak were produced in the case as Exs. 13 and 14 respectively. They seem to have been issued from the same office, by the same officer and on the same day. There is nothing to show that by transferring the complainant to Secunderabad and Shri B. Krishnamurthy from that place to the Mandavi Branch any economy in expenses was made. There is nothing to show that Shri Krishnamurthy's emoluments at Bombay would in any way be less than those of the complainant. So it cannot be held that the complainant's transfer to Secunderabad must have been because of the reason of economising in the expenses of the Mandavi Branch.

(17) According to the complainant the underlying motive for transferring him from Bombay was to victimise him for his trade-union activities. It was alleged that since he became a member of the Executive Committee of the Canara Banking Corporation Employees' Union in 1959, he was being harassed by way of very frequent inter-departmental transfers and at last the impugned order of transfer was passed and he was all of a sudden made to leave Bombay. These allegations were denied on behalf of the opponent Bank. Considering the allegations made by the parties in this behalf, it should first be noted that there is no evidence to prove the alleged frequent inter-departmental transfers. But there is some evidence to show that atleast some of the officers of the management had some animus against the union and its members and activities. That animus has been clearly referred to in the letters Exs. 19 and 20, written on behalf of the union to the Chairman of the opponent Bank. In addition to these letters, a photostat copy of a letter dated 5th June 1959 written by the Superintendent of Establishment Department to one Shri Shantharam, was produced on behalf of the complainant. The photostat copy was not challenged. Its relevant part is as follows:—

"Our Deputy General Manager, who has returned today was telling about Gopal the self-appointed night watchman of your office. If you anticipate any trouble on his account from the union, you may orally inform Gopal, the night watch, that his services are no longer required for the time being. I hope you have fully understood the meaning of what I have stated above. If you allow Gopal to continue to be the night watch of your office hereafter I am expecting troubles from the Union quarters and so you may now itself ask him that we won't require his services any longer and thus put a stop to this matter.

.....

Yours faithfully,

Sd/-

.....

Please destroy this letter after perusal."

These documents very clearly show that the relations between the Union and some officers of the management were strained, and that there was considerable animus against the union. But, it may be urged that that might have been the position in 1959 and there is no evidence to show that the same position continued in 1961, at the time of the transfer. It is true that there is no direct evidence for the year 1961, but the circumstances under which the impugned order of transfer was made are so peculiar as to suggest that the same position must have continued. Firstly, as observed above, Shri Krishnamurthy was transferred from Secunderabad to Mandavi Branch and the complainant was transferred from Mandavi Branch to Secunderabad. The transfer of Shri Krishnamurthy seems to have been effected in response to his request made in his letter dated 4th April 1961 and so he must have been ready for the transfer, while the transfer came all of a sudden for the complainant. It seems that by his letters dated 21st April 1961 and 24th April, 1961 (Exs. 15 and 16) he requested for reconsideration of the orders on the grounds of his health; but nothing was done. There is nothing to show whether any inquiry into the alleged grounds was made or not. Even

other clerks' request as made in the application dated 21st April 1961, Ex. 17, had no effect. It was alleged that he was served with the transfer order on 19th April 1961 at 5-25 P.M. and relieved on the same day after normal working hours and asked to join at Secunderabad forthwith. It was not explained why such a sudden action was taken for the complainant. It was urged on behalf of the opponent Bank that Shri Krishnamurthy was also a union worker and if the management had any animus against union, his request would not have been granted. It does seem that Shri Krishnamurthy was also a union worker; however, the fact remains that the complainant and Shri Krishnamurthy did not receive the same type of treatment. Shri Krishnamurthy's request was fully granted, while no inquiry into the grounds alleged by the complainant seems to have been made. This difference in treatment is very significant. In my view this transfer does not seem to be for good and plausible reasons. Considering the whole evidence, lead in the case, and the arguments urged on behalf of the parties, I do not think that the impugned transfer was in accordance with the directions contained in the sentence "as far as possible there should be no transfer out of the State or the language areas in which an employee has been serving, except of course with his consent." The ruling in 1:60 L.L.J. (Vol. I) at page 107, cited above, would not apply because no good and plausible reason for transfer was established. So if the interpretation given in para 9 above is not acceptable, even then the complainant's transfer under consideration was not in accordance with the applicable standing orders. By this transfer his conditions of service were altered. So it must be held that by effecting this transfer the opponent-Bank contravened the provisions of Section 33(2)(a).

(18) It may be noted that on behalf of the opponent Bank reliance was placed on the awards of the Central Government Labour Court, Delhi, in S. Natrajan V/s. Devkaran Nanjee Banking Co. Ltd. reported in the Gazette of India, Part II, Section 3(ii), dated 4th November 1961 at page 2845 and in B. Prabhakar Rao V/s. The Canara Industrial and Banking Syndicate Ltd. reported in the Gazette of India, Part II, Section 3(ii), dated 4th November 1961 at page 2851. It appears that in the first ruling the contentions raised in the present case were not raised and so I do not think that it would be a good guidance for the present case. As far as the second ruling is concerned it seems that on the facts of that case it was held that the transfer was for valid and bona fide reasons. Moreover, that was not a case of transfer outside the State in which the concerned workman had been serving. The points raised were also absolutely different from those raised in the present case. So that ruling also would not apply to the present case. Reliance was then placed on the award in S. Ganpathy and others V/s. The Management of Pandyan Bank Ltd. reported in the Gazette of India Part II, Section 3(ii) dated 9th September 1961 at page 2230. As appears from para 34 of the award, the Sastry Award had no application to the bank concerned and so it would not be a good guidance in the present case. Other rulings, where the same bank was concerned, were also referred to, but for the same reasons I do not think that they would be of any help. Then, it may be mentioned that in all these rulings some reliance was placed on the contract of service made at the time of recruitment and on answers to questionnaires by which the concerned workmen had agreed to their transfers and it appears that these things were considered to be outweighing the provisions of the Sastry Award. With utmost respect to the learned Presiding Officer, I do not think that I can agree to the view. In my humble opinion, whenever there is a valid and binding award of a tribunal, the service conditions are governed only by the relevant provisions made therein. Even by a prior or subsequent agreement or consent, the terms of an award cannot be varied unless it is so specifically permitted. Moreover, the consent contemplated under para 536 of the Sastry Award would be the consent obtained at the time of the particular transfer and not a general one. The aim of this provision seems to be that the concerned workman should consent after knowing the advantages and disadvantages of a particular transfer. If the general consent, obtained either prior or subsequent to the Sastry Award is good for its purpose, the protection given by the provisions would be rendered absolutely ineffective. So, in my humble opinion, the general consent obtained either prior or subsequent to the Sastry Award, would not be good for the purposes of para 536.

(19) It is held above, that by effecting the impugned transfer, the provisions of Section 33(2)(a) are contravened. The question, then, arises, is what reliefs should be granted. By this transfer the complainant's service conditions were materially altered. There is no reason why this alteration should be allowed to continue. I, therefore, think that the impugned transfer order should be directed to be cancelled and it should be directed that the complainant should be retransferred to the Mandavi Branch, Bombay and should be paid the difference in his

emoluments with effect from the date of his transfer to the date of his rejoining at Bombay.

(20) In the result, it is held that the order directing the complainant's transfer to Secunderabad was in contravention of the provisions of Section 33(2)(a) of the Industrial Disputes Act, 1947. It is directed that the opponent Bank should cancel the said order and should retransfer the complainant to the Mandavi Branch, Bombay, and should pay to him the difference between his emoluments which he would have got at Bombay and the emoluments which he got at Secunderabad with effect from the date of his transfer to Secunderabad to the date of his rejoining at Bombay. There would be no orders as to costs. It is also directed that this award be submitted to the Central Government.

AHMEDABAD;

The 5th March, 1962.

D. M. VIN,
Presiding Officer,
Labour Court (Central).

EXHIBIT No. 30

BEFORE SHRI D. M. VIN

PRESIDING OFFICER, LABOUR COURT (CENTRAL), AHMEDABAD

COMPLAINT No. 153 OF 1961.

IN

REFERENCE No. 1 OF 1960.

Shri U. Vittal,
Janata Nagar, "A" Block,
Room No. 5, Near Sonapur Lane,
Old Kurla, Bombay-70—Complainant.

Versus

The Canara Banking Corporation Limited,
by its General Manager, C.B.C. Limited,
Administrative Office, P.B. No. 88,
Mangalore-1—Opponent.

SUBJECT:—A Complaint under Section 33-A of the Industrial Disputes, Act, 1947.

APPEARANCES:

Shri K. K. Mundul—for the complainant.

Shri K. Ramdas Nayak—for the opponent.

AWARD

This is a complaint filed before the National Industrial Tribunal (Bank Disputes), Bombay under section 33-A of the Industrial Disputes Act, 1947. It was transferred under Section 33-B(2) of the said Act to this Court.

(2) The complainant joined the Opponent-Bank on or about 14th June 1951 as an apprentice and on or about 8th September 1952 he was confirmed and posted at Udipi Branch. He was then transferred to Trichur. Thereafter, as appears from Ex. 24, he made a representation that hotel-food and climate at Trichur did not suit his health and so he should be transferred either to any branch in South Kanara or to Bombay. He was accordingly transferred in July 1956 to Bombay but as the transfer was at his own request he was not given any travelling allowance or other expenses admissible on transfer, and he was paid dearness allowance at the rate lower than the one prevailing in Bombay. He was posted at the Mandvi Branch in Bombay. Then it seems that he proceeded on privilege leave from 20th April 1961 and then by an order dated 20th May 1961, he was transferred again back to Trichur. It is this order of transfer which is in dispute in the present case.

(3) The complainant alleged that from 1st January 1961 the opponent-Bank was upgraded to a B class Bank. Consequently there was an adjustment of salaries of the staff and the disparity obtaining in his emoluments was removed. So, he alleged that, he was transferred to Trichur with a view to deprive him of his lawful dues. It was also alleged that as a permanent employee, he had joined the union and the opponent-Bank adopted a policy to remove senior permanent employees from Bombay and fill up their posts by apprentices and probationers

and thereby victimise the permanent employees who had joined the union. He alleged that in that manner his transfer was with a view to victimise him for his having joined the union. He then contended that his transfer to Trichur was in contravention of the provisions of the Sastry Award as well as of Section 33 of the Industrial Disputes Act. So the present complaint for cancellation of the transfer and for consequential reliefs was filed.

(4) The contentions raised on behalf of the opponent-Bank were that the present complaint is not maintainable under section 33-A of the Industrial Disputes Act; that its action of transferring the complainant from the Mandvi Branch, Bombay to Trichur was not in violation of any of the provisions of Section 33 of the said Act; that the transfer was in accordance with the terms and conditions laid down under the Sastry Award; that the complainant had given his consent to such transfers by his replies to a questionnaire issued to him on 28th June 1951 and by signing the agreement dated 20th September 1952; that it was an undoubted right of an employer to transfer an employee and the orders of transfer should not be lightly interfered with; that the transfer under dispute was because of the exigencies of its business and its decision in such matters cannot be challenged; that a small reduction in emoluments was only a result of a valid transfer and it would not in any way vitiate the transfer; and that it had no knowledge of the union activities or of the complainant having joined the union. It contended that the transfer order was quite valid and *bona fide* and so this complaint should be dismissed.

(5) A plain reading of Section 33-A of the Industrial Disputes Act, 1947 would show that it can have application only if there has been a contravention of the provisions of Section 33. A breach of the provisions of Section 33 by an employer is so to say a condition precedent for exercise of the jurisdiction under Section 33-A. So the first point that arises for consideration is whether any violation of any of the provisions of Section 33 is established or not.

(6) The material portion of Section 33 is as follows:—

Sec. 33(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
- (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute,—

- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
- (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

- (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or
- (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a 'protected workman' in relation to an establishment, means a workman who, being an officer of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

.....

For the sake of convenience, I would first dispose of sub-section (3). The complainant did not even claim to be a "protected workman" within the meaning of the term as given in the Explanation, and so that Sub-section can have no application, to the facts of this case and there was no violation of any of its provisions.

(7) Provisions of Sub-section (1) would apply to the cases where there has been an alteration in regard to a matter connected with the dispute pending before the specified authorities and to the prejudice of the concerned workmen, or to the cases where a concerned workman has been discharged or punished whether by dismissal or otherwise for any misconduct connected with the dispute pending before the specified authorities. To impugned action of transfer was not alleged to be a punishment for any misconduct connected with the pending dispute. But, it was urged that a matter concerning transfers was covered within the scope of the Reference made to the National Industrial Tribunal (Bank Disputes) and so making a transfer without the express permission in writing of the said Tribunal was in violation of the provisions of Section 33. A copy of the order of Reference has been produced in the case at Ex. 27. Its Schedule II mentions the subject matters of the dispute referred for adjudication. It would be important to note that none of the items of Schedule II specifically mentions transfers. It was however contended on behalf of the complainant that the matter regarding transfer was one of the matters for adjudication of the National Industrial Tribunal (Bank Dispute) and in support of the contention, the copies of the Statement of Claims filed by the All India Bank Employees' Association and of the Written Statement filed by the Indian Banks' Association were produced at Exs. 15 and 16 respectively. On page 65 of the Statement of Claims, Ex. 15, the matter regarding transfer has been dealt with and similarly on page 93 in para 183 of the Written Statement, Ex. 16, the contentions regarding transfer are replied. But there is nothing to show that the matter regarding transfer has been held to have been covered within the ambit of the Reference by the National Industrial Tribunal (Bank Disputes). Pleadings of the parties may furnish a good circumstance in support of a contention but on a question of interpretation of the Reference they would not be of much help. Moreover in the statement of claims Ex. 15 a transfer is alleged to have been covered by item No. 22 read with item No. 4. Those items are as follows:—

Item No. 4.—House rent and other allowances, including travelling and halting allowances and leave fare concessions.

Item No. 22.—Any other question connected with or arising out of the foregoing matters.

Obviously, item No. 22 would apply only if a question arises out of or is connected with any of the matter specifically mentioned in the item Nos. 1 to 21. Item No. 4, no doubt, mentions "other allowances" and that may mean that a dispute regarding transfer allowances would be covered within the scope of the Reference; but I do not think that a matter concerning the rights and liabilities of the parties in the matter of ordering and carrying out transfers would be covered within the scope of that item. Considering the Schedule II as a whole, I do not think that a matter concerning transfer is covered within its scope and it cannot be held that a dispute regarding a matter concerning transfer was pending before the National Industrial Tribunal (Bank Disputes) as contemplated under Sub-section (1). In that view of the matter, the said Sub-section also would have no application to the facts of the present case.

(8) Considering then the provisions of Sub-section (2), it should, at the outset, be noted that it is worded quite differently. The language as used in Sub-section (2) shows that it is a permissive provision. In *Bipat Beni V/s. Sawarkar* reported in 1962 L.L.J. (Vol. I) at page 61, while construing this very provision, it was observed by the High Court of Bombay that statutes and documents must be construed fairly and reasonably and so construing the intention of the maker must be ascertained. It then observed that before the amendment of Section 33, no change in conditions of service could be effected, however urgent the need may be, without going through the procedure. This position created a number of difficulties and frequent complaints were made. To meet this grievance, the

present section was substituted in place of the old one. After making these general observations, it held as follows:—

“The whole section replaced the earlier section, which undoubtedly applied to all establishments, and if one bears in mind the reason for the amendment, it must appear to have been intended to apply to all establishments. In enacting Sub-section (2) in this form the intention was to see that the conditions of service of workmen were not changed or the workmen were not dismissed contrary to standing orders, if they were applicable. No doubt this section is inaptly drafted, but it must be given a reasonable meaning.”

In this behalf, it would also be very pertinent to note the ruling of the Supreme Court of India in *Lord Krishna Textile Mills V/s. Its Workmen*, reported in 1961 L.L.J. (Vol. I) at page 211, wherein it was held as follows:—

“It would be noticed that even during the pendency of an industrial dispute the employer's right is now recognized to make an alteration in the conditions of service so long as it does not relate to a matter connected with the pending dispute, and this right can be exercised by him in accordance with the relevant standing orders.

..... In dealing with cases falling under Section 33(2) the industrial authority will be entitled to enquire whether the proposed action is in accordance with the standing orders, whether the employee concerned had been paid wages for one month and whether an application has been made for approval as prescribed by the said sub-section. It is obvious that in cases of alteration of conditions of service falling under Section 33(2)(a) no such approval is required and the right of the employer remains unaffected by any ban.”

Construing now the provisions of Sub-section (2) of Section 33 in light of the above rulings it would appear that even during the pendency of proceedings in respect of an industrial dispute before the specified authorities, an employer can in accordance with the standing orders discharge or dismiss a workman for a misconduct not connected with the dispute after paying one month's wages to him and for these matters he will have only to obtain an approval. This Sub-section further permits the employer to punish a workman in any other manner in accordance with the standing orders for a misconduct not connected with the dispute and also to make in accordance with the standing orders an alteration in the conditions of service so long as it relates to a matter not connected with the dispute and for these purposes he would not be required to obtain any approval. Putting it in short for the purposes of this case only, an employer can make an alteration in the conditions of service applicable to the workman concerned with regard to any matter not connected with the pending dispute without obtaining any approval, provided that the alteration is made in accordance with the standing orders applicable to that workman. So, it is clear that for making such an alteration no approval is necessary. But the question that arises is what would be the position if an alteration in the conditions of service applicable to the concerned workman is made with regard to a matter not connected with the pending dispute and such alteration is not made in accordance with the standing orders applicable to the concerned workman. In my view, such an alteration, which is not in accordance with the standing orders, would amount to a violation of the provisions of Sub-section (2). No doubt, that Sub-section does not specifically provide that an alteration, which is not in accordance with the standing orders, should not be made; but the fact that a provision is made to permit an alteration in accordance with the standing orders, would by necessary implication mean that an alteration which is not in accordance with the standing orders, cannot be made. In *Nazir Ahmed V/s. Emperor*, reported in 38 Bom. L.R. at page 987, a question concerning a magistrate's powers to record a statement under Section 164 of the Criminal Procedure Code arose and considering that question it was observed by the Privy Council as follows:—

“The rule which applies is a different and not less well-recognised rule, namely, that where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all. Other methods of performance are necessarily forbidden.

The observation that “where a power is given to do a certain thing in a certain way the thing must be done in that way or not at all” was cited and not disapproved by the Supreme Court of India in *Parbhani Transport V/s. Reg. Transport Authority*, reported in 62 Bom. L.R. 521 at page 523. So the position is that

for making an alteration as contemplated under Section 33(2)(a), no approval would be necessary; but if the alteration is not in accordance with the standing orders, it would clearly amount to a contravention of the said provisions viz. Section 33(2)(a).

(9) This position would necessitate consideration of the question whether by the impugned order of transfer an alteration in the conditions of service was made in accordance with the standing orders applicable to the complainant or not. Now, there is no dispute that the Sastry Award applies to the parties in the present case. Item 34 of Schedule II of the Reference made to the Sastry Tribunal shows, that the matter regarding standing orders was one of the matters referred for adjudication. In para 560 on page 154 of the Sastry Award, it was directed as follows:—

"We have already dealt with a large group of subjects under separate issues that would appropriately come under "Standing Orders". Reference may be made to our chapters on leave rules, hours of work and overtime, method of recruitment and conditions of service, subsistence allowance, transfers, promotions and so on. Our directions in all these matters cover the topics usually comprised under Standing Orders. We propose to give no further directions."

So evidently the directions given with regard to transfers would amount to Standing Orders, to be considered in this case. Directions regarding transfers were given in para 536 at page 149, the material portion of which is as follows:—

"We direct that in general the policy should be to limit the transfers to the minimum consistent with the banking needs and efficiency. So far as members of the subordinate establishment are concerned there should be no transfers ordinarily and if there are any transfers at all, they should not be beyond the language area of the person so transferred. We further direct that even in the case of workmen not belonging to the subordinate staff, as far as possible there should be no transfer outside the State or the language areas in which the employee has been serving except of course, with his consent."

The complainant is a workman not belonging to the subordinate staff. So the third sentence of the above direction would apply to him. These directions came up for interpretation, before Shri F. Jeejeebhoy, the then Chairman of the Labour Appellate Tribunal of India in a Reference between the Punjab and Sind Bank Ltd., Dehra Dun V/s. Their workmen. In his decision dated 12th March 1959, which is printed in the issue of Bank Mazdoor, March 1959, he observed that whereas in the case of the subordinate staff it is stated in the second sentence that transfers should not be beyond the language area of the person transferred in the case of workmen who are not subordinates there is to be no transfer outside the State or the language area in which an employee has been serving. The word "even" appears to be intensifying the factum of the prohibition. Of course, the Reference was made to him for interpreting the second sentence of the directions, cited above, but his observations with regard to the third sentence, referring to the workmen who are not belonging to the subordinate staff would certainly deserve due weight. It may be contended that the words "as far as possible" as used in the third sentence, were not given their due weight and considering them it would appear that it would be open to a bank to transfer the clerks etc. outside the State or the language areas in certain cases. Even if this contention is accepted, the sentence would mean that it must be shown that in the particular case there was no other alternative but to transfer the particular clerk outside the State or his language area. But I think that reading the whole sentence the correct interpretation would be that there should not be any transfer outside the State or the language area, except of course, with the consent of the concerned workman.

(10) Now, at the time of the transfer, the complainant was serving in Bombay in the State of Maharashtra and he was transferred to Trichur which is outside the State of Maharashtra. Of course, Trichur, is the place where he was serving after his transfer from Udipi and is in his language area, but he has been in Bombay, a place of his choice, since July 1956. This transfer was, firstly, tried to be justified on the ground that it was with the complainant's consent. The consent, relied upon was the same as given in a reply to a questionnaire dated 28th June, 1961 issued to him (vide Ex. 19) and in an agreement dated 20th September 1952. It was urged that in these documents the complainant had given his consent to go on transfer at any branch or office of the opponent Bank and so he cannot now object to the validity of the impugned transfer. The Sastry Award was made in March 1953. In my opinion, the consent envisaged in para 536 of the Sastry Award

is the consent obtained at the time of the particular transfer and not a general consent taken at the time of the recruitment of a workman. If such a general consent is good, the provisions of the Award in this behalf would be rendered nugatory. At any rate, the consent relied upon in this case was taken much prior to the Award being published and so it could not have been given with the knowledge of the rights under the Award. I, therefore, do not think that the consent, relied upon by the opponent Bank in the present case, is in any way effective for the purposes of the impugned transfer.

(11) The next ground urged in support of the impugned transfer was that an employer has an undoubted right to transfer his employees and that right cannot be fettered in any manner. I think that when a matter regarding transfer is governed by an award applicable to and binding on the banks and their workmen, it cannot be said that a bank has an unfettered right to transfer its employees. Whatever rights it has, are those as given under the award and beyond the provisions of the award it cannot, in my view, claim any right of transfer.

(12) It is observed in para 9 above, that the directions concerning transfers of workmen not belonging to the subordinate staff would mean that they cannot be transferred outside the State or the language area in which they have been serving except, of course, with their consent. If this interpretation is accepted, the transfer under consideration, would not be in accordance with these directions because as held above it was not consented to by the complainant in the manner envisaged therein. But assuming that this interpretation is not correct, even then as it is observed above, the words "even" and "as far as possible there should be no transfer" as used in the relevant direction, would mean that it must be shown that in the particular case there was no other alternative but to transfer the particular clerk outside the State or his language area. So in that case, it should be considered whether the transfer under consideration was so necessary or not.

(13) At the outset, it should be noted that in this behalf reliance was placed on the award of Shri Jeejeebhoy in Bank of Mysore Ltd., Bombay V/s. Their Workmen, reported in 1960 L.L.J. (Vol. I) at page 107, wherein it was held as follows:—

"It is the function of the bank to decide whether the exigencies of service demand the transfer of an employee from one branch to another branch or to the head-office and that right cannot be fettered without detriment to the service of the bank. No doubt the bank should minimise the hardships as far as possible, but I am unable to find in or about the transfer of this employee any grounds for believing that the bank was moved by ulterior motives to transfer him from this place to the head office, and thereafter to a branch for that is the scheme of the bank. It may be that when considering questions of transfers the bank has to choose between two or three persons of experience and suitability but it is not the function of this tribunal to substitute its judgement for the judgement of the bank in selecting the employee, who should in fact be transferred."

No doubt, the above observations relate to the case of a particular clerk and to the facts established in that case, but the principle enunciated therein is a good one and I respectfully accept the same. Applying, then, that principle to the facts of the present case it should be considered as to what would be the position.

(14) It was urged on behalf of the opponent Bank that the transfer under consideration was made only because of the exigencies of its work and was quite a *bona fide* one. It was also urged that a number of such transfers are made every year and there was nothing new in this transfer. It was alleged that in 1959, there were about 123 transfers, that in 1960 there were about 204 transfers, and that from January 1961 till the filing of the written statement there were about 134 transfers. The number of transfers per year was not disputed and it does seem that in the opponent-Bank many workmen are transferred. This will, certainly, be a circumstance in favour of the opponent-Bank, but it would not necessarily prove that the impugned transfer was one of the routine transfers. It will have to be considered on its own merits.

(15) It was then alleged that the opponent Bank had to make due provision for the take over of 16 branches of the Bank of Citizens Limited, Belgaum under the Scheme of Amalgamation sanctioned by the Central Government in consultation with the Reserve Bank of India. Of course due to this Amalgamation, it would be necessary to order some transfers; but it is very important to note that the

date of the sanction of the Central Government was not even mentioned. There is nothing to show that when the impugned transfer was ordered, the Central Government had given the sanction for the Scheme of Amalgamation. If the existence of this reason at the time of the transfer under dispute was proved, it would not have been open to consider its sufficiency. The existence of the reason must be established and as soon as that is done the principles laid down in 1960 L.L.J. (Vol. I) page 107, cited above would apply. It cannot be said that merely because a reason is alleged, its existence is established. I do not think that from the evidence on the record this reason can be held to have been established. In my view, therefore, this ground would not help the opponent-Bank in this case.

(16) It was then urged that as the Mandvi Branch where the complainant was working was incurring losses, he was transferred. In support of this contention the opponent-Bank produced a statement of accounts at Ex. 28. It does show that in about June 1961, that branch was incurring loss and that may be a good reason. But, at that same time, it must be noted that even that reason does not explain why the complainant was transferred to Trichur, a place from where he had applied for transfer on the grounds of his health. To be out of Trichur the complainant was so serious that he applied for transfer and not only he did not claim any travelling allowance, but even accepted the dearness allowance at a rate lower than the one prevailing at Bombay; and yet he was transferred back to the same place. No reason for selecting Trichur as the place for his transfer was even alleged and I think that that is a very strong circumstance against the opponent-Bank.

(17) It was contended on behalf of the Complainant that he was transferred because he joined the union and the management had adopted a particular policy toward workmen joining the union. But there is no evidence, whatever to support these allegations and they cannot be held to have been proved.

(18) The next reason urged on behalf of the complainant was that as from 1st January 1961, the opponent Bank was upgraded to a B Class Bank and consequently salaries of the staff were adjusted. It also became necessary to give an adjustment to the complainant in his salary and to remove the disparity in his emoluments. This resulted in a considerable increase of his emoluments and it was alleged that the opponent-Bank transferred him to deprive him of this benefit. The memo, dated 1st January 1961, Ex. 11/B shows that the complainant's emoluments were increased with effect from that date. Another memo, dated 15th September 1960 also shows that since September 1960, there was an increase in his emoluments also. (Vide Ex. 11/A). So by about the time of the impugned transfer, the complainant's emoluments had been considerably increased. The opponent-Bank was, as considered in para 15 above, keen to reduce its expenses at the Mandvi Branch. So the increased emoluments of the complainant seem to be the real reason for his transfer. Now, it appears that since he was transferred to Bombay in July 1956 he was paid dearness allowance at a lower rate and he suffered loss every month. Then, his emoluments were first increased in September 1960 and since 1st January 1961 he started getting his due wages, but soon after that he was transferred. This, in my view, seems to be very unfair to him. Relying then on para 537 of the Sastry Award it was urged on behalf of the opponent Bank that if by a transfer from Class III to Class II or Class I area or from Class II to Class I area, a workman gets lesser allowances, he cannot claim any concession or raise any grievance. It was urged that decreasing of allowances by transfer from high-priced area to low-priced area was a natural incident of the transfer and so the complainant cannot raise a grievance about the decrease in his allowances. It is true that if consequent upon a transfer from high priced area to low-priced area, the allowances are reduced, no grievance can be raised, but the transfer must be valid and in accordance with the provisions of the para 536. If it is not so, no reliance can be placed on para 537. Considering the evidence adduced in this case and the arguments urged on behalf of the parties, I do not think that the impugned transfer was so necessary as to be in accordance with the directions contained in the sentence "as far as possible there should be no transfer out of the State or the language areas, in which an employee has been serving, except of course with his consent." The ruling in 1960 L.L.J. (Vol. I) at page 107, cited above would not apply because no reason for transfer to Trichur was even alleged. So, if the interpretation given in para. 9 above is not acceptable, even then the complainant's transfer, under consideration, was not in accordance with the applicable standing orders. By this transfer his conditions of service were altered. So it must be held that by effecting this transfer the opponent-Bank contravened the provisions of Section 33(2)(a).

(19) It may be noted that on behalf of the opponent Bank reliance was placed on the awards of the Central Government Labour Court, Delhi, in S. Natarajan

V/s. Devkaran Nanjee Banking Co. Ltd. reported in the Gazette of India, Part II Section 3(ii), dated 4th November 1961 at page 2845 and in B. Prabhakar Rao V/s. The Canara Industrial and Banking Syndicate Ltd. reported in the Gazette of India, Part II, Section 3(ii), dated 4th November 1961 at page 2851. It appears that in the first ruling the contentions raised in the present case were not raised and so I do not think that it would be a good guidance for the present case. As far as the second ruling is concerned, it seems that on the facts of that case it was held that the transfer was for valid and *bona fide* reasons. Moreover, that was not a case of transfer outside the State in which the concerned workman had been serving. The points raised were also absolutely different from those raised in the present case. So that ruling also would not apply to the present case. Reliance was then placed on the Award in Shri S. Ganpathy and others V/s. The Management of Pandyan Bank Ltd. reported in the Gazette of India Part II Section 3(ii), dated 9th September 1961 at page 2230. As appears from para 34 of the award, the Sastry Award had no application to the bank concerned and so it would not be a good guidance in the present case. Other rulings, where the same bank was concerned were also referred to, but for the same reasons I do not think that they would be of any help. Then, it may be mentioned that in all these rulings some reliance was placed on the contract of service made at the time of recruitment and on answers to questionnaires by which the concerned workmen had agreed to their transfers and it appears that these things were considered to be outweighing the provisions of the Sastry Award. With utmost respect to the learned Presiding Officer, I do not think that I can agree to the view. In my humble opinion, whenever there is a valid and binding award of a tribunal, the service conditions are governed only by the relevant provisions made therein. Even by a prior or subsequent agreement or consent, the terms of an award cannot be varied unless it is so specifically permitted by it. This view would be supported by the provisions of Section 18 of the Industrial Disputes Act, 1947. Moreover, the consent contemplated under para 536 of the Sastry Award, would be the consent obtained at the time of the particular transfer and not a general one. The aim of this provision seems to be that the concerned workman should consent after knowing the advantages and disadvantages of a particular transfer. If the general consent obtained either prior or subsequent to the Sastry Award and at the time of recruitment is good for its purpose, the protection given by the provisions would be rendered absolutely ineffective. So in my humble opinion the general consent, obtained either prior or subsequent to the Sastry Award, would not be good for the purposes of para 536.

(20) It is held above that by effecting the impugned transfer the provisions of Section 33(2)(a) are contravened. The question then arises is what reliefs should be granted. By this transfer, the complainant's service conditions were materially altered. There is no reason why this alteration should be allowed to continue. I, therefore, think that the impugned transfer order should be directed to be cancelled and it should be directed that the complainant should be allowed to rejoin at Mandvi Branch at Bombay and should be paid the difference in his emoluments with effect from the date of his transfer to the date of his rejoining at Bombay.

(21) In the result, it is held that the order directing the complainant's transfer to Trichur was in contravention of the provisions of Section 33(2)(a) of the Industrial Disputes Act, 1947. It is directed that the opponent-Bank should cancel the said order and should retransfer the complainant to the Mandvi Branch, Bombay, and should pay to him the difference between his emoluments which he would have got at Bombay and the emoluments which he got at Trichur with effect from the date of his transfer to Trichur to the date of his rejoining at Bombay. There would be no order as to costs. It is also directed that this award be submitted to the Central Government.

Sd./- D. M. VIN,
Presiding Officer,
Labour Court (Central).

AHMEDABAD;
The 5th March, 1962.

New Delhi, the 3rd April 1962

S.O. 1034.—In exercise of the powers conferred by sub-section (1) of section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Labour Court with headquarters at Quilon and appoints Shri V. K. Madhavan Nair as the Presiding Officer of that Court.

[No. 55(4)/62-LRIV/II.]

S.O. 1035.—In exercise of the powers conferred by sub-section (1) of section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Labour Court with headquarters at Bangalore and appoints Shri G. S. Hiremath as the Presiding Officer of that Court.

[No. 55(4)/62-LRIV/I.]

G. JAGANNATHAN, Under Secy.

New Delhi, the 30th March 1962

S.O. 1036.—Whereas the Central Government is satisfied that the employees of the Small Scale Industries Services Institutes, Ujjain and Indore are in receipt of benefits substantially similar or superior to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the said Act, the Central Government hereby exempts the said factories from all the provisions of the said Act.

[File No. 6(11)/62.]

New Delhi, the 31st March 1962

S.O. 1037.—In pursuance of the provisions of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes, on the nomination of the Government of Uttar Pradesh, the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1304, dated the 1st July, 1958, namely :—

In the said notification, under the heading 'Members' and under the sub-heading '(Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10)' in item (10)—

for "Dr. P. D. Srivastava"

"Dr. D. N. Sharma" shall be substituted.

[No. F. 1(1)/62-HI.]

BALWANT SINGH, Under Secy.

New Delhi, the 30th March 1962

S.O. 1038.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Trivandrum, in the industrial dispute between the employers in relation to the Travancore Titanium Products Limited, Kochuveli, Trivandrum and their workmen.

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, TRIVANDRUM

PRESENT:

Sri K. Purushothaman Nair, B.A., B.L., Industrial Tribunal, Trivandrum

IN

Industrial Dispute No. 20/1961

(Central)

BETWEEN

The Management of The Travancore Titanium Products Limited, Trivandrum

AND

Their Workmen

Represented by the Travancore Titanium Products Labour Union, Trivandrum.

REPRESENTATION:

1. Shri R. Ramalingom Iyer, Honorary Law Officer, Travancore Chamber of Commerce, Alleppey.—*On behalf of the Travancore Titanium Products Ltd.*
2. Sri S. Varadarajan Nair, General Secretary, Titanium Products Labour Union, Trivandrum.—*On behalf of the workmen.*

AWARD

This reference is the result of a joint application made by the parties above to the Central Government under Section 10(2) of the Industrial Disputes Act, 1947 for reference to a Tribunal of an industrial dispute in respect of the matters set forth in their application. Government of India, Ministry of Labour and Employment then by Order dated 15th July, 1961 constituted this Industrial Tribunal of which I am the sole member, as Industrial Tribunal under Section 7A of the Act and referred the said dispute for adjudication by this Tribunal. The matters in respect of which adjudication was sought are the following:—

- (1) Whether the promotion of Sri N. Sukumaran Nair as a senior clerk in preference to Messrs. G. Balasubramoniam, J. Thankappan and V. A. Alexander was in order? If not, to what relief the latter three are entitled?
 - (2) Whether the dismissal of Sri N. Neelakanta Iyer, Canteen Mazdoor, was justified? If not, to what relief is he entitled?
2. As the two issues are unrelated and have no connection between them I shall deal with them separately.
- Issue No. 1.

Before I pass on to the contentions of the parties on this issue, a few facts which have a bearing on those contentions may first be stated. Of the four persons mentioned in the issue, Sri N. Sukumaran Nair entered service under the management as Laboratory Assistant whereas all the other three employees joined service as junior clerks. The dates of initial appointment of the four persons are as under:

Sri N. Sukumaran Nair—29-1-1954
 Sri G. Balasubramoniam—18-3-1954
 Sri V. A. Alexander—1-7-1954
 Sri J. Thankappan—1-9-1955.

Sri N. Sukumaran Nair was transferred from Laboratory to the General Office as junior clerk in August 1958. In April 1960 a senior clerk's place was created and Sri Sukumaran Nair was promoted as senior clerk. There was a general revision of pay of the employees under the management on 1st October 1958 and as per this revision the scales of pay of junior clerks and Laboratory Assistants was revised from Rs. 50—5—100 to Rs. 50—5—100—E.B.—7½—175. Junior clerks got their promotion as senior clerks, while Laboratory Assistants are promoted as Junior Chemists. By the pay revision of 1st October 1958, the pay scales of senior clerks and junior chemists was fixed as Rs. 100—10—200—E.B.—15—350. The qualification prescribed for appointment as junior clerk is S.S.L.C. pass whereas the qualification for the post of Laboratory Assistant is Intermediate pass with chemistry as one of the optionals.

3. Now, the Union in its claim statement has opposed the promotion of Sri Sukumaran Nair as senior clerk on the following grounds:

(1) Employees under the denomination 'staff' include Superintendents, Senior Clerks, Junior Clerk etc. in the office; Laboratory Assistants, Junior Chemists, Chemists in the laboratory; Supervisors, Assistant Plant Managers etc. in the Plant and Supervisor, Foreman, Assistant Engineer etc. in the Engineering Section. These are separate sections and the employees are not transferred from one section to another. Promotions are made in the different sections of the factory among the staff according to seniority of the employee in each section.

(2) Sri Sukumaran Nair was transferred to the office as a junior clerk in August 1958 on his own request and due to reasons of ill-health. Since Messrs. C. Balasubramoniam, V. A. Alexander and J. Thankappan are seniors to him as junior clerks, his promotion as senior clerk is not in order. Further the places

of Laboratory Assistants and Junior Clerks are not interchangeable. So also the scales of pay of junior clerks and the laboratory assistants were not the same till October 1958.

(3) The promotion in question is an act of favouritism on the part of the management. The denial of promotion to Sri Balasubramoniam is an act of victimisation and this will be borne out by the subsequent action of the management. On 1st January 1961 Messrs. Alexander and Thankappan were promoted as senior clerks while Sri G. Balasubramoniam who is senior to both these employees was denied that promotion. When this matter was brought to the notice of the management by Balasubramoniam, they replied by saying that his case cannot be considered as the matter is under reference for adjudication. There is no record to show that he is inefficient.

4. The union would pray for the following reliefs:

- (a) Sri G. Balasubramoniam be also promoted as senior clerk with effect from 1st April 1960.
- (b) Messrs. G. Balasubramoniam and V. A. Alexander be declared as senior to Sri N. Sukumaran Nair as senior clerks since Sri J. Thankappan has instructed the union that his case need not be pressed, and
- (c) The arrears of pay due to Messrs. G. Balasubramoniam and Alexander be directed to be paid to them on their being declared senior to Sri Sukumaran Nair as senior clerks.

5. The management in its counter statement would controvert almost all the averments in the statement of the union. The management has denied that seniority in any department is the criterion for promotion and also the averment that employees are not transferred from one section to another. According to the management employees are subject to transfer from section to section in the interest of the concern and Sri Sukumaran Nair was transferred to the office in the interest of the concern. As for the promotion of Sri Sukumaran Nair as senior clerk, the case of the management is that his qualifications, seniority and efficiency entitled him for promotion earlier than the other three. It is also the case of the management that the senior clerk's post to which Sri Sukumaran Nair was promoted on 1st April 1960 was a post newly created by an addition to that cadre in the Accounts and General Department to accommodate this candidate and to suit his talents and that as such the other three junior clerks could not have any grievance in the matter. The management would also deny the allegations of favouritism and victimisation made in the statement of the union. They, while contending that the question of the regularity of the promotion of Sri Alexander and Thankappan is not a matter that is comprised in the reference, would state that at the time of their promotion they were getting higher pay than Sri Balasubramoniam and that besides, they had been considered more efficient by the management.

6. Sri S. Varadarajan Nair, the General Secretary of the Union stressed that the promotion of Sri Sukumaran Nair is against all principles generally accepted in the matter of promotions, the practice in the industry and the provisions of the standing orders of the company in this regard. The main points urged by him are these:

(1) Laboratory Assistants and Junior Clerks are not interchangeable posts as the post of laboratory assistant is a technical post attached to the production side while the junior clerk is attached to the office and has to attend to the work on the administrative side. The qualifications prescribed for the two posts are not the same and the scales of pay attached to the post of laboratory assistant and junior clerk were also dissimilar till the pay revision effected in 1958. Sri Sukumaran Nair himself has admitted as WW3 that to his knowledge no laboratory assistant excepting himself has been transferred to the office as junior clerk and no junior clerk has been transferred to the production side as laboratory assistant and that the natural promotion of junior clerk is as senior clerk and of a laboratory assistant as junior chemist. So the transfer of Sri Sukumaran Nair to start with, was irregular and since he was transferred to the office at his request it must be taken that he started his service in the office as a fresh recruit.

(2) At the time of the transfer of Sri Sukumaran Nair in August 1958, Sri Balasubramoniam, Alexander and Thankappan were junior clerks with service of over 4½ years, 4 years and 3 years respectively to their credit in the office. Since even according to the management promotion is based on service in the post from which persons are selected for promotion, the choice should naturally

have fallen on Sri Balasubramoniam who was the seniormost of the Junior Clerks, when the management had to appoint a senior clerk in the office.

(3) The contention of the management that seniority alone is not the guiding factor, but that efficiency, qualification of the employee, suitability to the job etc., should also be taken into account in the matter of promotion is against the provisions of their own standing orders and hence unsustainable. Standing Order 8(b) says that promotion shall depend on seniority of service-cum-efficiency and that no member of the staff shall be denied his due promotion unless his inefficiency has been proved on record. Admittedly no inefficiency has been proved on record against Sri Balasubramoniam or against the other two junior clerks who are junior to him.

(4) The contention of the management that a post was newly created to accommodate this candidate and to suit his talents cannot be construed as anything but favouritism and it is not proper to create new posts to be given as gifts to persons. So also the ground urged on behalf of the management that as Sri Sukumaran Nair was getting a higher pay at the time of the promotion, he was promoted as senior clerk, cannot stand in so far as, in the first place, the standing orders do not recognise higher pay as a qualifying factor for promotion, and secondly the management themselves have conceded in an industrial dispute raised by the union in 1955 (*vide* Ext. W3) memorandum of settlement regarding the appointment of Sri Thankappan on a higher starting salary in the grade of the junior clerks, that the appointment of that employee was made under special circumstances but that it will not affect the seniority of the then existing personnel.

7. Sri R. Ramalingom Iyer, the learned counsel appearing on behalf of the management, on the other hand argued that the regularity of the transfer is outside the purview of the reference, that besides, the union at no relevant point of time has challenged the propriety of the transfer, that standing order 24 empowers the management to transfer members of staff from one department to another according to the needs and circumstances decided upon by the management, that since Sri Sukumaran Nair has been transferred to the office in the interests of the concern without prejudice to his seniority, his total service in the concern also formed a criterion in appointing him as senior clerk in preference to the other three, that even apart from this he was found more efficient and qualified for the post to which he was promoted and that promotion being purely a management function, this Tribunal should not interfere with the exercise of such function in the absence of malafides, which the union cannot possibly attribute to the management in this case. As for the contention of the union that service in the department alone should count in the matter of promotion to a higher post in the department, he would answer by pointing out that there is no provision in the standing orders to this effect or to indicate that service of an employee in another section should be ignored when the question of promotion to a cadre in the section to which he has been transferred comes up for consideration.

8. The dispute in this case centres round the promotion of Sri N. Sukumaran Nair as a senior clerk in preference to three other clerks in the office. Of the three other persons mentioned in the issue, the union has not pressed the rival claim of Sri J. Thankappan for promotion as senior clerk. So the contest now is only between Sri Sukumaran Nair on the one side and Sri Balasubramoniam and Sri Alexander on the other. In cases where there are no set rules regarding promotion, the question of rival claims for promotion may have to be determined on the basis of accepted principles in the matter of promotions. But whereas in this case, the conditions for promotion are laid down in the standing orders applicable to the staff members, the question as to who is the rightful claimant for promotion must necessarily be decided on the basis of the rules formulated for purpose. Ext. W6 is the Standing orders for staff and clause 8(b) lays down the conditions for promotion to this effect.

"Promotion shall depend on seniority of Service-cum-efficiency and shall be subject to suitable vacancies arising. No member of the staff shall be denied his due promotion unless his inefficiency has been proved on record."

9. It is clear from this clause that an employee who satisfies the conditions embodied in Clause 8(b) becomes eligible for promotion. The management has no case that any of the employees under reference is hit by the latter portion of the above clause *viz.*, his inefficiency has been proved on record. So also the staff members mentioned in the issue stand on the same footing so far as efficiency

is concerned. The Standing Orders having specifically and in unambiguous terms laid down the conditions for promotion, it is not open to the management to lay stress on other factors such as higher pay, higher qualification, better efficiency etc., as grounds qualifying a person for preference in promotion. An admittedly junior hand may be drawing a higher salary as has happened in the case of Sri J. Thankappan who was given a starting salary of Rs. 80/- in the Grade of Rs. 50—5—100. It is also pertinent to note that when the union raised a dispute on this, the management rightly conceded under Ext. W3 agreement that the appointment of Sri Thankappan was made under special circumstances but it will not affect the seniority of the existing personnel. As for efficiency, an employee will be disqualified for promotion only if his inefficiency has been proved on record and so the comparative efficiency as between employees belonging to the same cadre cannot be reckoned as a relevant factor in the matter of promotion. Hence we are left with the question as to who among the three employees (who all are otherwise qualified for promotion) is the seniormost.

10. In the nature of the contentions of the parties, this question will turn round the further question whether the service of Sri Sukumaran Nair as junior clerk should alone be counted or whether his service as laboratory assistant should also be taken into account, for promotion to the higher grade as senior clerk. Ext. M1 is the list showing the service, qualification etc., of the clerks referred in this case. The dates of appointment of the persons under reference, their qualifications and other particulars given in Ext. M1 statement are not disputed by the Union. Of the four persons, Sri Sukumaran Nair was the first to enter the service under the management, though he started his career as laboratory assistant. The date of his first appointment is 29th January 1954 but his service as junior clerk in the office begins only from 16th August 1958 on which date he was transferred to office as despatch and filing clerk. Sri Balasubramoniam entered service as junior clerk on 18th March 1954 while Sri Alexander was appointed as junior clerk only on 1st July 1954. So the order of seniority if Sri Sukumaran Nair's service as laboratory assistant has also to be taken into account will be (1) Sri Sukumaran Nair (2) Sri Balasubramoniam and (3) Sri Alexander. If on the other hand, if his service as laboratory assistant has to be left out, Sukumaran Nair will rank below the two latter employees.

11. Now, according to the management the transfer of Sri Sukumaran Nair to the office was made under special circumstances in the interests of the concern and as empowered under Clause 24 of the Standing Orders. The contention of the union is that he was transferred to the office at the employee's own request on personal grounds and that as such his service in the office alone should be counted for purposes of promotion to a higher grade viz., as senior clerk. The union would also contend that there is no practice of transferring employees from the production side to the administration side in the office and that Sri Sukumaran Nair's case is the first of its kind. I do not think that any emphasis can be laid on the transfer of Sri Sukumaran Nair from the laboratory to the office, for Clause 24 of the Standing Orders empowers the management to transfer a member of staff from one department or place to another according to the needs and circumstances as may be decided upon by the management. The clause further provides that it is up to the management to effect such transfers without prejudice to his trade, seniority, emoluments and promotion. It has come out in evidence that the transfer of Sri Sukumaran Nair from laboratory to office took place under peculiar circumstances. When he was working in the laboratory he used to get ill often due to blood pressure and was hence very irregular in attendance. So the management decided to transfer him from the laboratory to the office as they are competent to transfer employees from one department to another in the interests of service. These facts have been spoken to by the Chief Accountant of the concern. It is true that the employee had also requested for a transfer to the office but as sworn to by the Chief Accountant the decision to transfer him to the office was taken by the management according to the needs and circumstances with due regard also to the interests of the concerned. Management is competent to transfer staff members only as provided under Clause 24, in which case the employee takes his place in the Section to which he is transferred without prejudice to his seniority, emoluments and promotion which means that his service in the concern will be kept in tact and he will not be treated as a fresh recruit in the department to which he has been transferred for purposes of service. There is nothing on record to show that the management in the case of Sukumaran Nair has acted otherwise than as provided under clause 24. The transfer took place as early as 16th August 1958 and he continued to get the same emoluments which he was drawing as laboratory assistant. None of the employees in the office raised any protest to the transfer. The union too did not deem it fit to challenge the transfer at any relevant point of time as irregular

or raise the point that his rank should be fixed below that of the then existing junior clerks.

12. I may in this connection refer to the contention of the union that the management have on former occasions admitted that promotions are made according to seniority in the section or department in which the employee is working and the reliance placed by the union for this position. On Ext. W4 reply statement filed by the management before the Labour Court Delhi in L.C.A. No. 76 of 1960. It appears from Ext. W4 reply statement that it was filed as reply to an application filed by one of the employees of the management under Section 33(c) 2 of the Industrial Disputes Act. The prayer of the petitioner in that application as seen from Ext. W4 was for a re-transfer of the petitioner as a mechanical foreman and to promote him as an Assistant Engineer Paragraph (7) of Ext. W4 which is relied on by the union is to this effect:

"The petitioner was appointed a foreman in the establishment only from 15th January 1958 and his contention that his juniors have been promoted is without basis. Promotion is based on service in the post from which persons are selected for promotion and on that basis the petitioner is junior to the three employees who have been promoted as Assistant Engineers".

Copy of the application under Section 33(c)2 is not filed in this case and so we do not know what exactly was the point in dispute between the parties in that case or in what context the principle regarding promotion was stated in the paragraph quoted above. The Chief Accountant when asked whether it was the policy of the management to take into account the service in the post alone for promotion, he has answered that in the office the overall service of the employee also will be looked into. There is nothing in the Standing Orders to show that promotion should be based on the service in the post from which persons are selected for promotion. Even granting that the policy of the management is as stated above, it must necessarily be subject to cases of transfers contemplated under clause 24 of the Standing Orders. So persons who have been transferred under special circumstances as provided in Clause 24 must have, in view of the said provision, the right to promotion on the basis of their overall service in the concern. Hence I am of the view that regard being had to the circumstances in which Sri Sukumaran Nair was transferred to the office and to the fact that the transfer was effected in the exercise of the discretionary powers vested in the management under Clause 24, his service in the laboratory has to be treated as service in the office for the purposes of promotion in the clerical cadre. It follows that Sri Sukumaran Nair is the seniormost among the persons mentioned in the issue and as such his promotion as senior clerk is in order.

13. Before I leave this issue, I wish to refer to certain developments which took place after the parties had agreed to refer the matter under this issue for adjudication and before it was actually referred for adjudication. The reference order is dated 15th July 1961 but the question of promotion of Sri Sukumaran Nair in preference to the other three employees was agreed to by the parties to be referred for adjudication as early as 12th December 1960. Immediately after this agreement, the management promoted Messrs. Alexander and Thankappan as senior clerks with effect from 1st January 1961 while denying the same to Sri Balasubramoniam who is admittedly senior to the other two. (Vide Ext. M1). Then Sri Balasubramoniam by Ext. W1 letter brought the matter to the notice of the management to which the management replied by saying that the question of his promotion was a matter agreed to be taken up for adjudication meaning thereby that the agreement to refer the question of his promotion for adjudication stood in the way of his being promoted in subsequent vacancies also. But it must be noted that the matter agreed to be referred was not the question of promotion of this employee alone but of the two other employees as well, whom the management promoted overlooking the claims of the admittedly senior employee. The reason alleged for not giving him his due promotion immediately after Sri Sukumaran Nair is least convincing. Even at the trial of this dispute the management had no valid explanation to offer for not promoting Balasubramoniam immediately after Sri Sukumaran Nair or on what basis Sri Alexander and Thankappan were preferred to Balasubramoniam. Though the question as to what relief this employee is entitled will not directly arise in view of my finding on the issue referred, yet I am constrained to observe that the attitude of management towards this employee has not been fair and that if the management persists in its present attitude, it will serve only to further exacerbate the already strained relationship that subsists between the union and the management and unnecessarily provoke them for further disputes. I leave the matter at that.

14. In the result it must be held that the promotion of Sri N. Sukumaran Nair in preference to the three other employees mentioned in the issue, is in order and should not be disturbed. Issue found accordingly.

15. Issue No. 2.—This issue relates to the dismissal of Sri N. Nilacanta Iyer, Canteen Mazdoor. The point referred is whether his dismissal was justified and if not, to what relief he is entitled. The main duty of this employee was to distribute snacks and tea to the workers at the workspot and collect from them coupons for the things supplied. On 23th September 1960 he was given a show cause notice (Ext. M2) for nonsurrender of coupons on 15th September 1960 and for unruly behaviour towards canteen clerk on 16th September 1960, which are stated to be misconducts under Section 21(3)(a) and (h) of the Standing Orders for workmen. Sri Nilacanta Iyer did not submit any explanation thereto. On 13th October 1960 he was again served with another show cause notice (Ext. M4) stating that he has been continuing the same misconducts in not surrendering the coupons redeemed and that shortages were found on 5th October 1960, 7th October 1960, 8th October 1960, 11th October 1960 and 12th October 1960 amounting in all to Rs. 20.30 and informing him that an enquiry will be conducted by the enquiry officer Mr. Selvadurai on 19th October, 1960. Mr. Selvadurai conducted an enquiry on the 19th and he found that the employee has committed misconduct under Section 21(3) (a) and (b) of the Standing Orders. Ext. M5 is the enquiry proceedings and Ext. M7 is the findings of the enquiry officer. Then the Managing Director by Ext. M6 notice dated 2nd November, 1960 called upon the employee to show cause why he should not be dismissed and after giving a personal hearing (Proceedings of the hearing is Ext. W7) on 4th November 1960 by the Managing Director he was dismissed by Ext. M8 Order dated 7th November 1960.

16. According to the management Sri Nilacanta Iyer has been dismissed for admitted and proved misconduct after due enquiry and the order of dismissal is legal, regular and proper and does not suffer from any infirmities justifying interference. It is contended on behalf of the employee that the charges levelled against him are not misconducts falling under Section 21(3) (a) and (h) according to which he has been punished, that the two chargesheets given to the employee, though they relate to the same incident, contain different charges and the findings of the enquiry officer are perverse and are not borne out by the materials collected at the enquiry. The union would allege that the failure of the employee to surrender the requisite number of coupons was due to the lack of facility to collect them and that the difficulties experienced by the employee in discharging his duties was brought to the notice of the management sufficiently early and the management failed to take the same into consideration and do the needful in time. It is also pleaded that in view of the fact that the amount of Rs. 20.30 has been recovered from him, the order of dismissal is uncalled for and unjustified. The union would pray for a direction to reinstate Sri N. Nilacanta Iyer in service with back wages.

17. From the contention above the only question that has to be gone into is whether the acts alleged against the employee would amount to misconducts under Section 21 (3) (a) and (b) of the Standing Orders and whether or not the findings of the Enquiry Officer are perverse.

18. In the first show cause notice (Ext. M2) he was proceeded against under Section 21(3) (a) and (h) of the Standing Orders. Section 21 (3) (a) is wilful insubordination or disobedience of reasonable order of superior and Section 21 (3) (h) is riotous or disorderly behaviour during working hours etc. As seen from Ext. M2 notice the charge alleged against him is that he did not surrender the coupons due from him for the sales effected on 15th September 1960, when asked by the canteen clerk and that when the canteen clerk demanded the coupons the next day, he behaved in an unruly manner. In the second show cause notice (Ext. M4) the charges laid against him are for misconducts under Section 21(3) (a) and (b) thereby omitting (h) which had found a place in Ext. M2. Section 21(3) (b) is theft, fraud or dishonesty in respect of property belonging to the company but in Ext. M4 the only act alleged against him is non-surrender of coupons on 5 subsequent days. Even though Section 21 (3) (b) was also included in Ext. M4 notice, there is absolutely no averment in it that the employee has committed theft, fraud or dishonesty in respect of company's property. At the enquiry conducted by Sri Selvadurai only two persons, the concerned employee and the canteen clerk were examined. The Enquiry Officer asked Sri Nilacanta Iyer about the shortages of coupons on the dates mentioned in Ext. M4 notice, to which he replied that there were shortages. When the employee was asked how these shortages occurred, he said that whenever he goes inside the factory

with snacks and tea, people crowd around him and insist on snacks being given prior to surrendering coupons and that was how he was not able to collect coupons. There was not even a suggestion to the employee whether he had done any dishonest or fraudulent act in respect of company's property. The canteen clerk has not stated anything about the charges levelled against the employee except that on many occasions there were shortages which he had intimated the office. The canteen clerk has not stated that Sri Nilacanta Iyer was ever disobedient or impertinent in his behaviour towards him. Further the enquiry officer did not even ask the canteen clerk whether Nilacanta Iyer behaved in a disorderly or unruly manner towards him. But the enquiry officer in Ext. M7 findings would come to the conclusion that Sri Nilacanta Iyer behaved in a disorderly manner towards the canteen clerk when he asked for coupons and that the employee is guilty of disobedience of Orders in having not given his explanation to the show cause notice dated 23rd September 1960. Sri Nilacanta Iyer was never served with any notice calling upon him to explain for his not having submitted an explanation to the first show cause notice and disobedience on that count was never raised as a misconduct in the second show cause notice served on him, on the basis of which the enquiry was conducted. The above findings are absolutely perverse as they are based on no material collected at the enquiry and as they are even against the charges levelled against him.

19. The shortage in coupons is admitted by the employee but he has offered the explanation that the shortage was due to lack of facilities given to him to distribute snacks and tea and collect coupons simultaneously, both at the enquiry and when he was given a personal hearing by the Managing Director. As against the explanation offered by the employee, it is not shown or explained how shortage of coupons would amount to a misconduct under Section 21(3) (a) or (b) of the Standing Orders. There is not even a vague allegation that shortage of coupons was on account of any malpractices on the part of the employee. It may at worst be, that the employee was not careful enough or diligent enough in collecting coupons in advance before distributing snacks and tea to the workers, but by no stretch of imagination is it possible to draw the inference from the materials on record or from the attending circumstances that he was willfully disobedient or insubordinate or that he was guilty of any dishonest or fraudulent act connected with the alleged non-surrender of coupons. Ext. W-7, is copy of proceedings of the personal hearing by the managing director and from this we find that when the managing director questioned him why there were shortages of coupons, he answered that whenever he went inside the factory with snacks and tea, the workers crowded around him and insisted on his supplying them before surrendering their coupons and that he could not manage to get coupons first and then serve the snacks, because they would be flocking round him and troubling him. The answer he gave is illustrative and it can further be seen from Ext. W-5, minutes of the Works Committee held on 9th December, 1960 (two days after the dismissal of this employee) that the workers were more at fault in not surrendering the coupons than the employee in not collecting them from the workers in advance, when he goes all alone to the workspot with tea on the one hand and snacks on the other. The managing director is the Chairman of the Works Committee in which Sri Selvadurai, the person who conducted the enquiry is a member and it is recorded in Ext. W-5, minutes "that Sri Selvadurai said (at the meeting) that most of the employees do not surrender their coupons before taking tea and snacks to the mazdoors and the mazdoors have to go to each worker for coupons and much time is wasted on this account". It is also recorded that the chairman has agreed to issue notice to all departments to this effect. Sri Selvadurai as witness has also admitted that he was aware that most of the workers were not surrendering coupons before taking tea or snacks and that the same was an irregular practice. What the managing director himself has stated in the order dismissing the workman is that the employee is incapable of discharging his duty satisfactorily and not that he has committed any of the misconducts under Section 21(3) (a) or (b). To sum up the enquiry Officer entered certain findings without any basis whatsoever and when the matter came up before the Managing Director, he passed an order of dismissal based on ground unconnected with either the charges levelled against the employee or the findings arrived at by the enquiry officer and without even mentioning the provision of the Standing Orders under which he was dismissed.

20. Thus viewed from any perspective the dismissal of Sri Nilacanta Iyer cannot stand and must be held to be unjustified. Coming to the question of relief, I do not think that this is a fit case in which the ordinary relief of reinstatement should be ordered. From the history of his service as evidenced by Ext. M-6, charge it may not be in the interests of the concern or of the employee.

himself to allow him to continue in service of the management any longer. It was submitted at the final hearing that this employee has to his credit three years service under the management. I think that in the circumstances of this case a direction for payment of Rs. 300, as compensation to this employee in lieu of reinstatement would be the proper relief to be awarded to him. The management will pay this amount to the employee within a month from the date of the publication of this award in the Official Gazette.

In the result an award is passed in terms specified above. In the circumstances of this case there will be no order regarding costs.

Trivandrum,
Dated The 21st March, 1962

Sd./- Illegible.
Presiding Officer,
Industrial Tribunal.

APPENDIX

1. *List of witnesses examined on behalf of the Management.*
EW1.—Sri S. J. G. Selvadurai.
2. *List of witnesses examined on behalf of the workmen.*
WW1.—Sri G. Balasubramoniam.
WW2.—Sri N. Neelacanta Iyer.
WW3.—Sri N. Sukumaran Nair.
3. *List of Exhibits marked on behalf of the Management.*
Ext. M1.—A statement showing the date of appointment and other particulars of the clerks referred to in the case.
Ext. M2.—A copy of the memo issued by the Managing Director dated 23rd September, 1960 to Sri N. Neelacanta Iyer.
Ext. M3.—True copies of chits submitted by Sri N. Neelacanta Iyer (Series) dated 6th October, 1960, 8th October, 1960, 8th October, 1960, 12th October, 1960 and 13th October, 1960.
Ext. M4.—A copy of show cause notice dated 13th October, 1960 issued to Sri N. Neelacanta Iyer.
Ext. M5.—A copy of the proceedings of the enquiry conducted on 19th October, 1960.
Ext. M6.—A copy of show cause notice dated 2nd November, 1960 issued to Sri N. Neelacanta Iyer.
Ext. M7.—A copy of the findings of the enquiry held against Sri Neelacanta Iyer.
Ext. M8.—A copy of the order dated 7th November, 1960 issued to Sri Neelacanta Iyer.
4. *List of Exhibits marked on behalf of the workmen.*
Ext. W1.—A copy of the letter dated 4th January 1961 from Sri G. Balasubramoniam to the Managing Director.
Ext. W2.—A copy of a memo dated 17th January, 1961 from Messrs, Titanium Products Limited to Sri G. Balasubramoniam.
Ext. W3.—A copy of a memorandum of settlement dated 3rd October, 1955.
Ext. W4.—A copy of a written statement submitted by Messrs. Titanium Products Limited before the Central Government Labour Court Delhi in L.C.A. No. 76 of 1960.
Ext. W5.—A copy of a minute No. 241 of the Works Committee held on 9th December, 1960.
Ext. W6.—Standing Orders for staff of Messrs. Travancore Titanium Products Limited.

Sd/- Illegible.
Presiding Officer,
Industrial Tribunal.
[No. 23/8/61-LRII.]

New Delhi, the 31st March 1962

S.O. 1039.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad, in the industrial dispute between the employers in relation to the Parbelia Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE NO. 85 OF 1961

Employers in relation to the Parbelia Colliery

AND

their workmen.

PRESENT

Shri Salim M. Merchant, Presiding Officer

Camp : Bombay Dated 24th March 1962

APPEARANCES :

*For the employers :—*Shri D. Narsingh, Advocate, with Shri B. P. Kabi, Security Officer.

*For the workmen :—*Shri Kantil Mehta and Shri S. Das Gupta, Secretary, Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar.

INDUSTRY :

AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 2/199/61-LRII, dated 29th November 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) was pleased to refer the industrial dispute between the parties abovenamed in respect of the following matters for adjudication to me :—

SCHEDULE

1. "Whether the management of Parbelia Colliery were justified in stopping the wages and consequent benefits such as bonus, leave, train fare, etc. of Shri Ram Bhajoo Mahato, Loading Sirdar, from October 1959.
2. If not, to what relief, Shri Ram Bhajoo Mahato is entitled ?"

2. After the usual notices were issued, the dispute was fixed for hearing at Dhanbad on 28th February 1962 but on the application of the parties it was taken up for hearing at Calcutta on the same date where this Tribunal was hearing other disputes and upon the joint application of the parties for an adjournment on the ground that they were negotiating for a settlement the hearing was adjourned to 12th March 1962. Thereafter, the parties on 19th March 1962 filed a memorandum of settlement dated 17th March 1962 reached between them and have prayed that the Tribunal may be pleased to make an award in terms thereof. A copy of the said joint application of the parties containing the terms of settlement is annexed hereto and marked annexure 'A' which shall form part of this award.

3. I have perused the terms of settlement which appear to me fair and reasonable and I therefore make an award in terms thereof.

No order as to costs.

(Sd.) **SALIM M. MERCHANT,**

Presiding Officer,

Central Government Industrial Tribunal, Dhanbad.

ANNEXURE 'A'

BEFORE THE HON'BLE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 85 OF 1961

Employer in relation to the Parbelia Colliery

AND

their workmen

represented by the Colliery Mazdoor Sangh

MEMORANDUM OF SETTLEMENT.

The parties, aforesaid, most respectfully beg to submit that they have, without prejudice to their respective contentions before this Hon'ble Tribunal, amicably settled the dispute in the above matter by joint negotiations on the following terms :—

1. Shri Rambhaju Mahato shall be, with effect from the date of this agreement, a workman on a daily basic wage of Rs. 1'23 nP. (Rupee one and twenty-three Naya Paise per day) and shall continue to supervise the work of the loading done by his gangs and do other duties
2. The employers further agree to pay, *ex gratia*, to the said Shri Rambhaju Mahato, within a week, the lump sum of Rs. 1,200.00 (Rupees one thousand and two hundred only) in respect of the past period from 1st November 1959 up to the date of this agreement.
3. The workmen have no further claim in respect of Shri Rambhaju Mahato in the present matter.
4. Parties shall bear their own costs of these proceedings.
5. Parties pray that this Hon'ble Tribunal may be graciously pleased to give its award in terms aforesaid.

AND for this, the parties shall, as in duty bound, ever pray.

D. NARASINGH, *Advocate.*

S. DAS GUPTA,
Secretary,
Colliery Mazdoor Sangh, Dhanbad.
For the Workmen.
17th March, 1962.

B. P. KABI,
Security Officer,
For the Employers.
17th March, 1962.

[No. 2/199/61-LRII.]

S.O. 1040.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Dhawara Laterite Mines of Messrs Ramjee Rupa, Ranchi, Post Office Champi, Ranchi District and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

Reference No. 1 of 1961

PARTIES:

Employers in relation to the Dhawara Laterite Mines of Messrs. Ramjee Rupa,
Ranchi P. O. Champi, Ranchi District

AND

their workmen

PRESENT

Shri Salim M. Merchant, *Presiding Officer.*

APPEARANCES:

Shri Shirdas Chatterjee, Accountant on behalf of the Contractors Messrs. Ramjee Rupa.

No appearance for the Ranchi District Bauxite and China Clay Mines Employees' Union, P.O. Lohardaga, except on 12th December 1961 when Shri Arjun Prasad Panday, Joint Secretary of the Union had appeared.

Shri P. K. Choudhury, Personnel Welfare Officer, Sindri Cement Works for the A.C.C. Ltd. on 23rd January 1962.

STATE: Bihar.

INDUSTRY: Laterite Mining.

CAMP: Bombay Dated 24th March, 1962.

AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 23/10/60-LRII, dated 30th December 1960 was pleased, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) to refer the industrial dispute between the parties abovenamed in respect of the following matters to me for adjudication:—

SCHEDULE

"Whether the management of Dhawara Laterite Mine, P.O. Champi, Ranchi District is justified in not making permanent any of the piece-rated workmen employed in the above mine? If not, what should be the principle that may be adopted in this regard and with effect from which date the workmen are to be made permanent?"

2. After the notification referring the dispute was received, notices were issued to the parties on 11th March 1961 to file their written statements within 10 days but no statements were received. Thereafter, by notice dated 6th December 1961 the dispute was fixed for hearing at Dhanbad on 12th December 1961 when Shri Arjun Prasad Panday, Joint Secretary of the Ranchi District Bauxite and China Clay Mines Employees' Union, P.O. Dohardaga, hereinafter referred to as the union, appeared for the workmen, but there was no appearance on behalf of the employers. As, however, there was no sitting of the Tribunal in Dhanbad on that date the hearing was adjourned to 17th January 1962 which was subsequently changed to 23rd January 1962 and parties were informed accordingly. At the hearing on 23rd January 1962 there was no appearance on behalf of either the union or the contractors Messrs. Ramjee Rupa, though notices were served on both of them by registered post. However, Shri P. K. Choudhury, Personnel Welfare Officer of the Sindri Cement Works appeared for the Associated Cement Cos. Ltd. and filed a statement stating that the employer in this dispute was Shri Ramjee Rupa who was the managing contractor of the Dhowrah Laterite Mines, on whom a notice had also been issued; that the relevant papers, evidence, documents etc. would be with the said contractor and not with the Khalari Cement Works of the Associated Cement Cos.; that the workmen and their managing contractors be directed to supply the company with all the necessary papers including their claims etc. relating to this reference so that the company may submit its replies, if called for. It complained that the workmen had failed to take any steps to prosecute this reference and therefore prayed that this reference should be discharged as non-prosecuted.

3. As the Joint Secretary of the Union had appeared on 12th December 1961, I felt it desirable to give one more chance to it to appear and prosecute this reference and, accordingly, I adjourned the hearing of this dispute to 5th March 1962 at Dhanbad and notices to that effect along with a copy of the order passed by me on 23rd January 1962, were served on the union and the contractor Messrs. Ramjee Rupa to appear at the adjourned hearing. However, at the adjourned hearing on 5th March 1962 the union was not represented nor were there any workmen to prosecute the claim, though the union had been served with the notice of hearing by registered post on 20th February 1962. At the hearing on 5th March 1962 there was also no appearance on behalf of the Associated Cement Co's, Khalari Cement Works. Only Shri Shirdas Chatterjee, Accountant on behalf of Messrs. Ramjee Rupa, contractors, appeared and stated that he had received a copy of the application filed by the Associated Cement Cos. Ltd., on 23rd January 1962 and prayed that the dispute be disposed of for want of prosecution. Since then no application has been received from the union praying for an adjournment or offering any explanation for its absence at the last hearing fixed for 5th March 1962.

4. From the above facts, I am satisfied that neither the union on record nor the workmen concerned in this dispute are interested in prosecuting this reference, which is therefore disposed of as non-prosecuted.

No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,

[No. 23/10/60-LRII.]

New Delhi, the 2nd April 1962

S.O. 1041.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following arbitration award of Shri L. P. Dave, Presiding Officer, Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of National Coal Development Corporation Limited's Giridih Collieries and their workmen represented by Coal Workers' Union, Giridih.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 13 of 1961

Parties :—

Employers in relation to the Management of National Coal Development Corporation Limited's Giridih Collieries

and

Their workmen represented by Coal Workers' Union, Giridih.

Present :—

Shri L. P. Dave Arbitrator..

Appearances :—

For the Employers :—(1) Shri J. G. Kumarmangalam, Dy. General Manager, National Coal Development Corporation Limited.

(2) Shri K. Rai, Chief Mining Engineer, National Coal Development Corporation Limited.

For the Workmen :—(1) Shri Chaturanan Mishra General Secy., Coal Workers' Union, Giridih.

*State :—*Bihar.

*Industry :—*Coal Mines.

FINAL AWARD

An industrial dispute arose between the employers in relation to the Giridih collieries of the National Coal Development Corporation Ltd. and their workmen represented by the Coal Workers' Union, Giridih. The Management considered it their right to superannuate workmen subject to annual review and based on this alleged right, they superannuated about three hundred workmen during the month of July, 1961. The workmen, through their representatives, the above Union, were of the view that the workmen had a right to continue service on attaining the age of 55 years for a further period upto the age of 60 years provided they were found medically fit on an annual medical examination and further that the superannuation of the above three hundred workmen by the management was unjustified. This was the first point of the industrial dispute between the parties. The second point of the dispute was regarding laying down of details of principles and procedure considered necessary for superannuation of daily rated and also monthly rated employees of the Giridih collieries. The parties, namely the management of the Giridih collieries of the National Coal Development Corporation Ltd. and their workmen represented by the Coal Workers' Union, Giridih, agreed to refer the above disputes to my arbitration. A copy of the said agreement was sent to the Central Government and thereupon the said arbitration agreement was published by the Central Government under Sub-section (3) of Section 10-A of Industrial Disputes Act, by the Government of India Ministry of Labour and Employment, order No. 4/115/61-LRII, dated 6th September 1961. In response to notices issued to the parties, they filed their written statements.

2. When the matter came up for hearing before me in November, 1961, the parties presented a memorandum of agreement arrived at between them regarding the dispute in so far as it concerned daily rated workmen. After going through the agreement and after hearing the parties, I was satisfied that the terms of the agreement were fair and reasonable. I, therefore, recorded the agreement and passed an interim award on 5th December 1961 in terms thereof in so far as the disputes related to daily rated workmen. This award has been published in the Gazette of India, Part II, Section 3, Sub-section (ii) at pages 3402 to 3406.

3. The question of monthly rated workers was then not considered by me and it was postponed at the request of the parties. When the matter again came up for hearing before me on 12th February 1962, the parties stated that after further negotiations they had entered into a compromise regarding monthly rated workers also and produced a memorandum of settlement. I heard the parties about this agreement. I was not quite satisfied that the terms of para 2 of the said agreement were fair and reasonable and hence I asked them to satisfy me on the point and also to satisfy me that I should accept them. I further wanted certain information from them. Lastly, I wanted to know whether the workers who were governed by para 2 of the terms of settlement had a right of appeal only regarding their medical fitness or only regarding their efficiency or on both points. The parties wanted time for all this and so the matter was adjourned.

4. The matter was fixed on 27th February 1962, but had to be adjourned, as the General Secretary of the Union was ill. It then came up before me on 19th March 1962, when I heard the representatives of both sides regarding the terms of the above compromise. A discussion followed and ultimately a fresh agreement was arrived at between the parties, who produced a memorandum containing the terms of agreement before me and requested that I should accept this agreement in respect of monthly rated workers and pass an award in terms thereof. I was also requested that I shall incorporate the interim award in this final award.

5. So far as daily rated workers are concerned, an agreement was arrived at between the parties in December. I have already considered it and I have been satisfied that the same is fair and reasonable and I have passed an (interim) award in terms thereof. I am also told that the said award has already been implemented. As however the award contains principles which are to govern the question of retirement in future, I agree that the interim award should be incorporated in this final award.

6. Regarding monthly rated workers, the agreement between the parties divides them into two classes. The first class relates to employees with job descriptions equivalent to the descriptions mentioned in categories I to IX of the award of All India Industrial Tribunal (Colliery Disputes). They are to be dealt with on the same lines as daily rated employees, that is, the same rights and procedure regarding superannuation, extension, medical examination, appeal etc. will govern these workers. I think that this is fair and reasonable.

7. The other class of monthly rated workers consists of monthly rated workers other than those coming within categories I to IX of the All India Industrial Tribunal (Colliery Disputes), whose emoluments are upto Rs. 500 per month. Under the compromise, they would normally superannuate at the age of 55 years. They would be given two months' notice before the date of their superannuation. A right is however given to them to apply for extension of service within 15 days of the receipt of such notice. The case of those workmen who make such requests for extension would be reviewed by a Board of three Officers. This Board is to look into the entries in the 'Confidential Reports' of these workmen whenever available for the last three years and determine the fitness or otherwise of the worker for extension of service on basis thereof. The workmen also will be examined by the Medical Officer. If he is found medically fit and if the Board mentioned above considers him fit for extension of service, he would be granted an extension for a year. Such review would take place every year, and extension would be granted from year to year subject to the proviso that in no case an extension would be granted after a workman completes 60 years of age. The workers, who are dis-satisfied with the decision of the Review Board or authorised Medical attendant, are given a right of appeal, to an Appellate Board consisting of the Chief Mining Engineer of the Region concerned, a Second Senior Officer to be nominated by the Managing Director and the Chief Medical Officer of the National Coal Development Corporation.

8. As I mentioned in my interim award, workers working in the Giridih collieries are of different kinds and are governed by different sets of rules. The rules about retirement are not uniform. It is desirable that there should be uniformity of rules governing all. In some of the larger private sector collieries, clerks are, I am told, continued up to the age of 60 years. I think that the compromise under which a workman is ordinarily supposed to retire at the age of 55 years but would be continued in service on his being found medically fit and on his case being examined by a Board and on his being found fit to continue in service by that Board after going through his confidential record is fair and reasonable. If he is fit to be continued and if he is also medically fit, there is no reason why he should be made to retire only on the ground that he has completed 55 years of age. The compromise in my opinion, is a very fair via media, under which an unfit person (By unfit, I mean unfit either from the point of view of service or from the point of view of medical fitness) would not be continued beyond the age of 55 years; but a person who is fit would have a chance to serve till he reaches the age of 60 years. The worker is also given a right of appeal both against the medical officer's decision as well as against the Reviewing Board's decision and the Appellate Board is to consist of high ranking officers who are not directly concerned with the workman. The case of persons who have already been made to retire also be re-examined in light of these principles. In my opinion, the compromise is fair and reasonable and I would accept it.

I therefore pass a final award in terms of the two agreements dated 4th December 1961 and 19th March 1962, copies of which are attached herewith marked A & B. The interim award passed on 5th December 1961 is hereby merged in this award.

L. P. DAVE,

Arbitrator.

24th March, 1962.

"A"

Memorandum of Settlement

In the matter of Reference No. 13 of 1961 before the Arbitrator, Hon'ble Shri L. P. Dave, Chairman, Central Government Industrial Tribunal, Calcutta.

In the light of the dispute arising between the Management of the Giridih Collieries and the Coal Workers' Union, Giridih, representing the workers, consequent upon the Management's decision to superannuate in July 1961 about 300 daily rated, weekly paid workmen on their attaining the age of 55 years or more, the parties agreed to a joint reference of the dispute for arbitration with the following points of reference:—

- (1) Whether the management was justified in superannuating these workmen during the month of July 1961.
- (2) That the Arbitrator should also lay down the details of principles and procedure considered necessary for superannuation of daily rated workmen, and also monthly rated workmen.

The parties to this dispute have since had further discussions and are now in agreement that the dispute may be resolved in the following manner:—

1. As regards about 300 daily rated workmen superannuated by the Management during the month of July 1961, the matter is settled on the following terms:

- (i) That the 21 workmen declared medically unfit by the Giridih Collieries Doctor prior to their superannuation have been properly superannuated.
- (ii) That in respect of 12 workmen who were asked to appear before the Giridih Collieries Doctor and did not appear before him, such workmen have been properly superannuated subject to the provision that those workmen who produce evidence that they were on recognised leave due to sickness or for other reasons at the time they were asked to appear before the Giridih Collieries Doctor will be given an opportunity to appear before the Medical Officer, Giridih Collieries, and if found fit by him be reinstated in the terms as explained in subsequent sub-paragraphs.
- (iii) That in respect of 26 workmen who were not sent for medical examination before the Giridih Collieries Doctor, it is agreed that such workmen will be sent up before the Medical Officer, Giridih, for

medical examination and those found fit to work will be reinstated on the terms as explained in subsequent sub-paragraphs.

(iv) That the remaining workmen not covered by (i), (ii) and (iii) above and already found fit by the Giridih Collieries Doctor will be given immediate reinstatement subject to the following provisions :—

(a) That for the period of enforced idleness till their date of reinstatement, they will be paid such amount as they are entitled to on the basis of Lay-off Compensation, i.e. 50 per cent. of the total basis and D.A. after adjusting such amount as has already been paid to them on account of the Notice Pay and on account of such leave that they were entitled to at the time of their superannuation.

(b) That in respect of such workmen a fresh Annual Review Medical Board will be constituted in the manner prescribed below. The decision of such Board will be applicable with effect from 1st April, 1962 in respect of these workmen, and thereafter annually.

2. As regards the future, it has been agreed that the case of daily-rated workmen due to attain the age of 55 years should be reviewed under a suitable procedure annually as prescribed below in order to determine whether or not to retain such workmen in service beyond that age subject to the condition that the maximum age to which a workmen may be retained under such annual review procedure should be 60 years.

That to determine the fitness for continuing the workers beyond the age of 55 years, an Annual Review Medical Board shall be constituted consisting of Project Officer of that Group of Collieries and 2 Medical Officers drawn from the National Coal Development Corporation's Medical Cadre nominated by the Chief Medical Officer but not serving in that group of Collieries whose workmen are involved.

That such Board as constituted shall review annually the workmen, due to attain the age of 55 years or more at proper time to enable the management to give one month's advance Notice prior to actual date of superannuation where the workman is not found fit by the Board.

That the primary duty of such Board as constituted for the purpose will be to satisfy themselves that the workmen appearing before them are physically fit to discharge their duties of the posts as held by them at that time effectively and efficiently.

Based on such review as made by the duly constituted Annual Review Medical Board referred to above, the Management will have the right to superannuate such workmen as are not found fit by the Board subject to one Month's Notice.

That in case, any individual worker is dissatisfied with the report of the duly constituted Annual Review Medical Board on the basis of whose recommendation the Management superannuated him he will be entitled to appeal to a Board consisting of the Chief Medical Officer and one other Senior Officer of the Corporation as may be nominated by the Managing Director, National Coal Development Corporation Ltd.

In terms of this Settlement, it has been agreed by the parties that the workmen superannuated in July 1961 and found medically fit will be allowed to resume duties with effect from 1st December, 1961.

The two parties to this dispute hereby now pray that an Award may kindly be given by the learned Arbitrator accordingly.

Representing Workmen.

Sd./- CHATURANAN MISHRA, 4-12-61.
General Secretary,
Coal Workers' Union, Giridih.

Representing Employers.

Sd./- J. G. KUMARAMANALAM, Deputy
General Manager, National Coal Development Corporation Limited.

Sd./- K. RAI. 4-12-61.

Joint Chief Mining Engineer, National
Coal Development Corporation Limited,
Giridih Collieries, Giridih.

"B"

MEMORANDUM OF SETTLEMENT

In the matter of Reference No. 13 of 1961 before the Arbitrator, Hon'ble Shri L. P. Dave, Chairman, Central Government Industrial Tribunal, Calcutta.

The parties to this dispute have since had further discussions and are now in agreement that the dispute in respect of monthly rated employees should be resolved in the following manner :—

1. All employees with job descriptions equivalent to the job descriptions governing Categories I to IX of the Award of the All India Industrial Tribunal (Colliery Disputes) read with the Labour Appellate Tribunal's decisions and the Das Gupta Award, but on monthly rates of pay in the Giridih collieries, will be dealt with regarding extension of service and/or superannuation on attaining the age of 55 years in accordance with the annual review procedure for daily rated employees as laid down in the interim Award dated 5th December 1961 of the learned Arbitrator in the present reference No. 13 of 1961. This procedure will also apply in respect of such workmen employed in the Giridih Coke Plant and the Giridih Power House.

2. (a) All other monthly rated staff, whose emoluments are upto Rs. 500 per month and who are due to attain the age of 55 years will be served with 2 months notice intimating them the date of superannuation, of their attaining the age of 55 years. Where such staff thereafter apply for extension of service from year to year within 15 days of receipt of notice, their cases would be reviewed annually by a Board of officers consisting of the Project Officer as Chairman and two other officers of the same group of collieries nominated by the Project Officer. This Board shall determine the fitness or otherwise of the staff concerned for further extension of service on the basis of the entries in the confidential reports of such staff wherever available for the past three years and subject to such staff being declared medically fit by the authorised medical attendant and subject to the condition that the maximum age, to which such staff may be retained under such annual review procedure, should be 60 years.

(b) Based on such review as made by the Board, the Management shall have the right to superannuate such employees as are not found fit by the Board or are declared medically unfit by the authorised medical attendant, subject to one month's intimation.

(c) In case any individual monthly staff concerned is dissatisfied with the decision of the review Board, or the authorised medical attendant, he shall have the right of appeal, within the period of one month's notice terminating his services, to an Appellate Board consisting of the Chief Mining Engineer of the region concerned, a second senior officer to be nominated by the Managing Director and the Chief Medical Officer of the N.C.D.C.

(d) This procedure, however, will not apply to such Railway or Civil employees who have not been formally absorbed in the Corporation.

3. In terms of this settlement, it has been agreed by the parties that such staff as were superannuated during the pendency of this reference to arbitration, and who have applied for extension or may hereafter apply for such extension within 15 days after publication of this award, will be reviewed by the Review Board to determine their fitness or otherwise for retention in service. Where such Review Board recommends their reinstatement in service, for the period of their absence they will be paid lay-off wages (50 per cent of their wages) less such leave pay or compensation as they may have drawn.

The two parties to this dispute hereby pray that an Award may kindly be given by the learned Arbitrator.

Representing Workmen.

1. (Sd.) CHATURANAN, 19-3-62,
General Secretary,
Coal Workers' Union, Giridih.

Representing Employers.

1. (Sd.) J. G. KUMARAMANGALAM,
Deputy General Manager,
N.C.D.C.
2. (Sd.) K. RAI, 19-3-62,
Jt. Chief Mining Engineer,
Giridih.

[No. 4/115/61-LRII.]

S.O. 1042.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Central Kirkend Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA.

REFERENCE No. 13 of 1962

PARTIES:

Employers in relation to the Central Kirkend Colliery

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

For the Employers—Shri Manmatha Nath Mukherjee, Head Clerk, Central Kirkend Coal Co. Ltd.

For the Workers—Shri Lalit Burman, Secretary, Bihar Koyla Mazdoor Sabha, P.O. Dhanbad.

STATE: Bihar.

INDUSTRY: Coal Mines.

AWARD

By Government of India, Ministry of Labour and Employment order No. 2/122/61-LRII dated 3rd July 1961, the industrial dispute between the employers in relation to Central Kirkend Colliery and their workmen in respect of the following matter was referred for adjudication to the Industrial Tribunal, Dhanbad:—

Whether the management of Central Kirkend Colliery was justified in transferring the six workmen, whose names are mentioned below to Kharkharee Colliery of Messrs. Bharat Mining Corporation. If not, to what relief are they entitled?

1. Shri Thakur Dusadh, Chairman.
2. Shri Rajpati Pashi, H. E. Khalasi.
3. Shri Abdul Sakoor, Pump Khalasi.
4. Shri Aghnoo Dusadh, Fan Khalasi.
5. Shri Kali Bowri, Switch Board Attendant.
6. Shri Baldeo Ram, Switch Board Attendant.

By subsequent order No. 4/90/61LRII dated 13th December, 1961, the proceedings in relation to the above dispute were withdrawn from the Dhanbad Tribunal and transferred to this Tribunal for disposal accordingly to law.

2. The parties had filed their written statements before the Dhanbad Tribunal. On the proceedings being transferred to this Tribunal, the matter was fixed for hearing. Before hearing, however, a letter was sent to the Tribunal by the Employers enclosing therewith a petition which purported to be a memorandum of settlement between the parties. Neither party appeared before the Tribunal on the date of hearing and the matter was therefore, adjourned and the parties were asked to appear before the Tribunal to state whether they accepted the compromise. Accordingly the representatives of the employers and the workmen appeared and admitted and accepted the terms of compromise by an endorsement thereunder, copy thereof is enclosed herewith.

3. The matter related to the transfer of six workmen from the colliery of the employers to another colliery. By the terms of settlement, it is agreed that the workmen concerned are to be retrenched and they are to be paid retrenchment compensation as mentioned in it. In my opinion, the terms are fair and reasonable.

I therefore record the compromise and pass an award in terms thereof.

The 27th March, 1962.

L. P. DAVE,
Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL,
TRIBUNAL, CALCUTTA.

REFERENCE NO. 13 OF 1962:

PARTIES:

Employers in relation to the Central Kirkend Colliery

AND

Their Workmen represented by the Bihar Koyla Mazdoor Sabha.

This humble petition on behalf of the parties above-named

Most respectfully sheweth:

1. That the parties have mutually settled the matter on the following terms:—

TERMS OF SETTLEMENT

(a) The management of the Central Kurkend Colliery hereby agreed to re-trench the workmen concerned and pay them the retrenchment compensation as detailed below over and above their legal dues, if any, within a week from date—

	Rs.
Shri Thakur Dusadh, Chairman	... 558/00
Shri Rajpati Pashi, H. E. Khalasi	.. 609/25
Shri Abdul Sakoor, Pump Khalasi	... 597/41
Shri Aghnu Dussadh, Fan Khalasi	.. 657/75
Shri Kali Bauri, S. B. Attendant	... 806/31
Shri Baldeo Ram, S. B. Attendant	... 1359/35

(b) That on receipt of such payments the workmen concerned will not have any further claim on the management of the Central Kurken Colliery.

(c) That the Management will take expeditious action in forwarding the C.M.P.F. applications of the workmen to the proper authorities immediately after the payments and the workmen will give vacant possession of their quarters in the Colliery to the management within a month from the date of receiving their final payments from the management.

2. The parties, therefore, humbly pray that the Hon'ble Tribunal may be pleased to pass an award on the above terms and the matter may be disposed of accordingly.

Dated 8th February, 1962.

Sd./- Lalit Burman For the Workmen	Sd./- Illgible. Director,
Bihar Koyala Mazdoor Sabha.	For Central Kurkend Coal Co. Ltd. For the Management.

We admit and accept the compromise.

Sd./- Lalit Burman,
26-3-62.
for the Workmen.

Sd./- M. N. Mukherjee,
26-3-62.
for the Employers.

[No. 2/122/61-LRII.]

S.O. 1043.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Kotma Colliery of the Associated Cement Companies Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-29 of 1960

Employers in relation to the Kotma Colliery of the Associated Cement Companies Limited,

AND

their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the employers:—Counsel Shri R. J. Kolah with Shri J. H. Bharucha, Senior Officer, Collieries Department and Sarvashri R. H. Ranga Rau and G. L. Govil, Personnel Officers.

For the workmen:—Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh, Shri G. C. Jaiswal, Member, Working Committee, Indian National Mine Workers' Federation and Sarvashri M. K. Mhaskar and R. N. Nair,

Bombay, Dated: 23rd March 1962.

STATE: Madhya Pradesh.

INDUSTRY: Coal.

AWARD

The Government of India, by the Ministry of Labour and Employment's Order No. 2/26/60-LRII dated 14th September 1960, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947) was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject matters specified in the following schedule to the said Order to me for adjudication.

SCHEDULE

(i) "Whether the management of Kotma Colliery was justified in suspending Sarvashri M. K. Mhaskar and R. N. Nair and subsequently dismissing them?"

(ii) If not, what relief the workers are entitled to?"

2. This is a long standing dispute inasmuch as the suspension of Sarvashri M. K. Mhaskar and R. N. Nair took place in June 1954 and their dismissal in January 1959, and there was an earlier Reference in respect of their dismissal to the Industrial Tribunal at Dhanbad which was held to be invalid by the Patna High Court.

3. After the parties had filed their written statements and the dispute was heard at Bombay for some days, on my suggestion, the parties reached a settlement as recorded in their joint application dated 22nd March 1962 and they have prayed that an award be made in terms thereof. A copy of the said joint application is annexed herewith and marked annexure 'A'. As I am satisfied that the terms of settlement on the facts and circumstances of this case are fair and reasonable I make an award in terms thereof and the said joint application of the parties will form part of this award.

4. I cannot part with this reference without expressing my appreciation for the spirit of mutual accommodation shown by both parties in settling this long standing dispute. I should particularly mention that much of the credit for this settlement goes to Shri R. J. Kolah the learned Counsel for the company and Shri J. H. Bharucha its senior Officer of the Collieries Department and to Shri K. B. Chougule, Organising Secretary of the Kotma Colliery Labour Union.

No order as to costs

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. GGIT-29 OF 1960

BETWEEN.

The Associated Cement Cos. Ltd., Kotma Colliery, P.O. Kotma Colliery
(Madhya Pradesh)

AND

Their workmen as represented by the Kotma Colliery Labour Union.

In the matter of suspension and subsequently dismissal of Messrs. M. K. Mhaskar and R. N. Nair, *vide* Notification No. 2342, dated 14th September, 1960, published in the Gazette of India, Part II, Section 3(ii), dated 24th September, 1960.

May it please the Hon'ble Tribunal,

At the instance of the Tribunal the parties have arrived at a settlement of the dispute under reference between the ex-employees Mr. M. K. Mhaskar and Mr. R. N. Nair, raised by the union and which is a subject matter of reference by the Central Government. The terms of settlement are as follows:—

TERMS OF SETTLEMENT.

1. That the company agrees to pay Rs. 7,500, to Mr. Mhaskar in full and final settlement of all his claims arising out of his suspension and dismissal from the services of the Company and/or termination of service by the Company.

2. Mr. Mhaskar and the Kotma Colliery Labour Union hereby declare that they have no further claim of any kind or sort whatsoever against the Company.

3. That the Company agrees to pay Rs. 7,500, to Mr. Nair in full and final settlement of all his claims arising out of his suspension and dismissal from the services of the Company and/or termination of service by the Company.

4. Mr. Nair and the Kotma Colliery Labour Union hereby declare that they have no further claim of any kind or sort whatsoever against the Company.

5. The parties request that this Hon'ble Tribunal may be pleased to pass an Award in terms of this settlement.

Dated at Bombay, this 22nd day of March, 1962.

For and on behalf
of the Kotma Colliery Labour
Union.

K. B. CHOUGULE,
General Secretary,

Kotma Colliery Labour Union.

Illegible.

The 22nd March, 1962.

For the Associated Cement
Cos., Ltd.,
(Kotma Colliery).

J. H. BHARUCHA,
Collieries Dept.

Before me.

Sd./- SALIM M. MERCHANT,

22-3-1962

Presiding Officer,

Central Government Industrial Tribunal,
Bombay.

[No. 2/26/60-LRII.]

ORDER

New Delhi, the 29th March 1962

S.O. 1044.—Whereas the Central Government is of opinion that an industrial dispute exists between the Singareni Collieries Company Limited and their workmen in respect of the matter specified in the Schedule hereto annexed,

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Siadat Ali Khan as the Presiding Officer with headquarters at Somajiguda, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether Sarvashri Goggula Sammaiah and Rasakatla Rajeeru (now working in the grade of Rs. 43—3—85 as deputy at No. 7 incline Venkateshkhani) should in view of the actual duties performed by them be placed in the grade of Rs. 60—5—100 as underlookers, and if so from what date?

[No. 2/229/61-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 31st March 1962

S.O. 1045.—In pursuance of clause 4 of the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, the Central Government hereby appoints the Labour Officer, Andhra Pradesh, Visakhapatnam, as a member representing the Central Government on the Vizagapatam Dock Labour Board *vice* the Assistant Labour Commissioner, Andhra Pradesh, Vizagapatam and directs that the following amendment shall be made in the notification of the Government of India, in the Ministry of Labour and Employment, No S.O. 2692, dated the 30th November, 1959, namely —

In the said notification, in item (3) under the heading “Members representing the Central Government”, for the words “The Assistant Labour Commissioner, Andhra Pradesh, Vizagapatam” the words “The Labour Officer Andhra Pradesh, Visakhapatnam” shall be substituted.

[No. 526/12/62-Fac.]

New Delhi, the 2nd April 1962

S.O. 1046.—In pursuance of sub-clauses (1), (3) and (4) of clause 4 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, the Central Government hereby appoints Shri B. B. Ghosh, Chairman, Commissioners for the Port of Calcutta, as a member representing the Central Government on the Calcutta Dock Labour Board *vice* Shri K. Mitter and further nominates him as the Chairman of the said Board and directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour and Employment, No S.O. 1485, dated the 2nd June, 1960, namely —

In the said notification, for the words and letter “Shri K. Mitter” in the two places where they occur, the words and letters “Shri B. B. Ghosh” shall be substituted.

[No. 523/37/60-Fac.]

R. C. SAKSENA, Under Secy.

New Delhi, the 3rd April 1962

S.O. 1047.—Whereas, in the opinion of the Central Government —

- (1) the rules of the provident fund of M/s. Saraswati Sugar Syndicate Ltd., Yamuna Nagar and M/S Punjab Distilling Industries Ltd., Kharsa (hereinafter referred to as the said establishments) with respect to

the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952); and

- (2) the employees in the said establishments are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby, exempt the said establishments with effect from the 1st August, 1956 and the 30th November, 1957, respectively from the operation of all the provisions of the said Scheme, subject to the conditions specified in the Schedule hereto, annexed, which shall be in addition to the conditions mentioned in the Explanation to sub-section (1) of the said section 17.

SCHEDULE

Every establishment shall have a provident fund scheme in force the rules of which with respect to the rates of contribution shall not be less favourable than those specified in section 6 of the Act and the employees shall also be in enjoyment of other provident fund benefits which on the whole shall not be less favourable to the employees than the benefits provided under the Act or any Scheme in relation to the employees in any other establishment of a similar character and these rules shall be followed in all respects.

2. The employers in relation to each establishment (hereinafter referred to as the 'employer') shall within three months of the date of publication of this notification, amend the constitution of the Provident Fund maintained in respect of the establishment in regard to the following matters, namely:—

- (a) the Provident Fund shall vest in a Board of Trustees and there shall be a valid instrument in writing, which adequately safeguards the interests of the employees and such instrument shall be duly registered under section 5 of the Indian Trusts Act, 1882;
- (b) the Board of Trustees shall consist of an equal number of representatives of the employees and the employer, and all questions before the Board shall be decided by a majority of votes;
- (c) the employer shall nominate one of his representatives on the Board as the Chairman who may exercise a casting vote if so provided under the rules of the establishment. Where a casting vote is exercised or where no casting vote is exercised but the opinion of the representatives is equally divided, the matter shall be referred to the Regional Provident Fund Commissioner or the State Provident Fund Commissioner appointed under the said Scheme (hereinafter referred to as Regional/State Commissioner) within whose jurisdiction the establishment to which the matter relates is situated and whose decision in the matter shall be final.

3. The Provident Fund Rules of any establishment shall not be amended except with the previous approval of the Regional/State Commissioner. Where any amendment affects the interests of the employees, before giving his approval, the Regional/State Commissioner shall give a reasonable opportunity to the employees to explain their point of view.

4. (a) The employers shall maintain accounts of the Provident Fund in such manner and submit such returns to the Regional/State Commissioner as the Central Provident Fund Commissioner may, from time to time direct.

(b) The employer shall furnish to the Regional/State Commissioner such accounts relating to the Provident Fund of the establishment as the Central Provident Fund Commissioner may prescribe from time to time. He shall also furnish an annual statement of account or a Pass Book, in such form as may be approved, to each subscriber who, but for the exemption, would have been member of the Fund established under the Employees' Provident Funds Scheme, 1952.

(c) The employer shall make all investment of accumulations accruing after the date of exemption in securities of the Central Government. The reinvestment or conversion of securities on maturity shall also be in the securities of the Central Government. The employer shall formulate a procedure for prompt investment of provident fund moneys and shall get it approved from the concerned Regional/State Commissioner.

5. The employer shall afford such facilities for inspection of the accounts of the Provident Fund as the Central Provident Fund Commissioner may from time to time specify.

6. All expenses involved in the administration of the Provident Fund Scheme including the maintenance of accounts, submission of accounts and returns, transfer of accumulations and payment of inspection charges shall be borne by the employer.

7. The employer shall display on the notice board of his establishment in English, a copy of the approved rules and the translation of salient points of the rules in the language of the majority of workers respectively.

8. The employer shall within 3 months of the date of publication of this notification transfer to the Board of Trustees the accumulations standing to the credit of the employees who but for the exemption would have been members of the Statutory Fund.

9. When the Fund is wound up or exemption of the establishment is cancelled accumulations standing to the credit of the employees who, but for the exemption, would have been members of the Statutory Fund shall be transferred to that Fund as soon as possible and, in any case not later than 30 days in the case of securities and not later than 10 days in the case of cash in hand or bank, together with a statement or statements as may be required by the Regional/State Commissioner or Commissioner concerned.

10. The employer shall accept the past provident fund accumulations of an employee who is already a member of the E.P. Fund or an exempted fund and who obtains employment in his establishment. Such an employee shall immediately be admitted as a member of the establishment's Provident Fund. His accumulations which shall be transferred within 3 months of his joining the establishment shall be credited to his account.

11. The employer shall provide for nomination in his provident fund rules in accordance with the provisions contained in paragraph 61 of the Employees' Provident Funds Scheme, 1952.

12. The amount of contributions shall be calculated to the nearest quarter of a rupee; that is, 12.5 naye paise or more shall be counted as the next higher quarter of a rupee and fractions of a rupee less than 12.5 naye paise shall be ignored. The amounts of inspection charges and damages shall be calculated to the nearest 5 naye paise; that is, 2.5 naye paise counted as 5 naye paise and any amount less than 2.5 naye paise shall be ignored.

13. On all repayable loans granted by establishment interest shall be charged at the rate of $4\frac{1}{2}$ per cent or 1 per cent above the rate allowed on the balance to the credit of the members whichever is higher.

14. The employer shall pay to the Regional/State Commissioner inspection charges payable, failing which damages shall be paid at a rate fixed by the Central Government from time to time.

15. Exemption granted by this notification is liable to be withdrawn by the Central Provident Fund Commissioner for breach of any of the aforesaid conditions or for any other sufficient cause which may be considered appropriate.

16. The Central Government reserve the right to impose such further conditions as may be deemed necessary in the interests of the employees in the establishment.

[No. 9(10)61-PF.II.]

P. D. GAIHA, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 28th March, 1962.*

S.O. 1048.—In exercise of the powers conferred by Section 3(i) of the Cinematograph Act, 1952, read with rule 4 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Smt. Poornima A. Pakwasa as a member of the Central Board of Film Censors, on the expiry of her present term, with effect from 14th March, 1962.

[No. F. 11/14/59-FC.]

S.O. 1049.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons, after consultation with the Central Board of Film Censors, as members of the Advisory Panel of the said Board at Calcutta with immediate effect:

- (1) Smt. Mira Gupta.
- (2) Shri Pulnibihari Sen.

[No. 11/3/62-FC.]

New Delhi, the 29th March 1962

S.O. 1050.—In exercise of the powers conferred by Section 3(1) of the Cinematograph Act, 1952 read with rule 4 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri Bhagwati Charan Verma and Shri R. R. Diwakar as members of the Central Board of Film Censors with immediate effect.

[F. No. 11/14/59.]

B. S. DASARATHY, Dy. Secy.**MINISTRY OF COMMERCE AND INDUSTRY***New Delhi, the 29th March 1962*

S.O. 1051.—In pursuance of sub-rule (2) of rule 157 of the Trade and Merchandise Marks Rules, 1959, it is hereby notified that in exercise of the powers conferred by sub-rule (1) of the said rule, the Central Government has caused the following alteration to be made in the Agents' Register in respect of business address of Shri Jagdish Mohanlal Bhatt, a registered agent namely:—

J. M. Bhatt, B.A. (Hons.), Mansuri Building, Salapos Road, Ahmedabad-1.

[No. 6(2)-TMP/62.]

M. H. SIDDIQI, Under Secy.**ORDER***New Delhi, the 27th March 1962*

S.O. 1052.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Woollen Textiles (Production and Distribution Control) Order, 1960, namely:—

1. This Order may be called the Woollen Textiles (Production and Distribution Control) (Amendment) Order, 1962.
 2. In clause 3 of the Woollen Textiles (Production and Distribution Control) Order, 1960, for sub-clause (1), the following sub-clause shall be substituted, namely:—
- “(1) After the commencement of the Woollen Textiles (Production and Distribution Control) (Amendment) Order, 1962, no person shall, except under and in accordance with the terms and conditions of a permission in writing granted by the Textile Commissioner, acquire or instal any spindle worked by power and use it for the purpose of manufacturing woollen yarn”.

[No. F. 17(32)Tex(D)/60.]

A. G. V. SUBRAHMANIAM, Under Secy.

ORDER

New Delhi, the 30th March 1962

S.O. 1053.IDRA/6/11.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints the following persons to be members of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 476 dated the 8th February, 1962 for the scheduled industries engaged in the manufacture or production of textiles made of Artificial Silk, including Artificial Silk Yarn, till the 7th February, 1964 and directs that the following amendments shall be made in the said Order, namely:

In paragraph 1 of the said Order after entry No. 24 relating to Shri Babubhai M. Chinal, the following entries shall be inserted, namely:—

25. Shri D. Arasappa, President, Mysore State Powerloom Silk Manufacturers Cooperative Society, Bangalore.
26. Shri G. R. Podar, Podar Chambers, Parsi Bazar Street, Fort, Bombay.
27. Dr. M. P. Khera, Development Officer, Development Wing, Ministry of Commerce and Industry, New Delhi.

[No. 4(31)L.Pr./61.]

CORRIGENDA

New Delhi, the 2nd April 1962

S.O. 1054.—In the Ministry of Commerce and Industry Order No. S.O. 819, dated the 16th March, 1962, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 24th March, 1962:

For 16. Shri Shyam Malhotra, Technical Director, Bharat Mills Ltd., 11, Esplanade East, Calcutta.

Read 16. Shri Shyam Mehrotra, Technical Adviser, Bharat Woollen Mills Ltd., Unit: J.J.R. Industries, P.O. Dulhipur, Moghalsarai, Dist., Varanasi, (U.P.).

[No. 1(3)L.Pr./62.]

S.O. 1055.—In the Ministry of Commerce and Industry Order No. S.O. 2276, dated the 11th September, 1961, (as amended from time to time) published in Part II, Section 3, sub-section (ii) of the Gazette of India dated, the 23rd September, 1961:

For 19A. Shri Saryu Saran Singh C/O Heavy Electricals Employees Union, 559/C-3, Sector B, Piplani (Bhopal) Persons employed in Industrial Undertakings

Read 19A. Shri S. Sharan. General Secretary, Heavy Electricals Employees Union, 559, C3, Sector 'B' Piplani, Bhopal (M.P.). do.

[No. 1(5)L.Pr./60.]

J. S. BAKSHI, Under Secy.

(Branch Secretariat)

Bombay, the 24th February 1962

S.O. 1056.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following amendment to the Cotton Textiles (Control) Order, 1948, namely:—

1. This Order may be called the Cotton Textiles (Control) Amendment Order, 1962.
2. In Clause 20 of the Cotton Textiles (Control) Order, 1948, for the words 'producer' and 'producers' wherever they occur, the words 'manufacturer' and 'manufacturers' respectively shall be substituted.

[No. 1-BS.]

Bombay, the 26th February 1962

S.O. 1057.—In exercise of the powers conferred upon me by Clause 20 of the Cotton Textiles (Control) Order, 1948, I hereby issue the following Directions:—

No processor having the necessary equipment for machine printing of cloth shall produce for sale in India during any year a quantity of printed cloth exceeding the maximum quantity prescribed for him in this behalf by the Textile Commissioner.

Explanation.—In fixing the maximum quantity to be prescribed for any processor in accordance with the above direction, the Textile Commissioner will take into consideration the equipment for machine printing installed by the producer and the total quantity of printed cloth actually produced by him during each of the years 1958, 1959 and 1960.

[No. 22/2/61-Control.]

W. R. NATU,
Textile Commissioner.

RECEIPTS			PAYMENTS		
	Rs.	Rs.		Rs.	Rs.
Rubber Board Provident Fund :—			Excise duty collected by Revenue authorised and remitted to Govt. treasuries and remittances by producers direct to State treasuries	49,201.44	
Rs. 6400-3% 1970-75 G. I. 1st Development Loan		6,412.62	Licence fees remitted to State treasuries, for credit of Central Government	45,336.00	21,22,667.96
Rs. 21,100-3% 1986 G.I. Loan		18,924.50			35,41,575.64
Rs. 26,600-4% 1963 T.C. Loan		26,560.69			
Rs. 22,900-4% 1968 T.C. Loan		22,397.27			
Rs. 10,000-4% 1968 Madras Loan		9,647.00			
Rs. 8,400-4% 1967 Madras Loan		8,379.00			
G. I. 3½ Ten-year Treasury Saving Deposit		2,500.00			
		94,821.08			
National Plan Savings Certificates (12 years)		3,000.00	By Miscellaneous		
Post Office Savings Bank, Kottayam		5,799.51	All India Services Provident Fund	1,250.00	
India, Cochin, C/A			Staff Insurance	3,649.75	
Amount with State Bank of India, Cochin, C/A		26,124.66	Staff Income tax	3,210.72	
Cash on hand		0.45	Sundry receipts refunded	789.50	
		129,745.70	Sundry payments recoverable	361.85	
			Sundry advances recoverable	1,806.00	11,067.82
Excise duty received direct in the Board's Office and amount transferred from last years' excise duty suspense	20,44,456.47		The Rubber Board Provident Fund :		
*Excise duty suspense	132.71	20,44,323.76	Interest and bank charges paid on the purchase of securities	44.44	
			Income tax & surcharge	454.80	
			Provident Fund payment	4,681.85	
			Provident Fund advance	7,496.00	12,677.09

Excise duty collected by Revenue authorities and remitted to Government treasuries, and remittances by producers direct to State treasuries	49,201.44	2093,525.20	Balance on 31st March 1960 : With State Bank of India, Cochin C/A	12,738.68	
Grant from Central Government		1400,000.00	With Central Bank of India Ltd. Kottayam current account	10,366.02	
Excise duty suspense (including cheques for collection)		5,437.37	District Treasury, Kottayam, P.D. A/c.	556,191.04	
Fee on a/c of Manufr's licence	5,590.00		Cash on hand	1,896.30	
" dealers licence	43,700.00		Stamps on hand	5,589.93	
" newplanting licence	6,332.00		T. A. advances	2,407.29	
" replanting licence	439.00		Festival advances	614.00	
	56,061.00		Loans for the purchase of motor cars, etc.	2,315.00	
Less amount transferred from last year's Licence fee suspense :	7,454.25	48,606.75	Other advances (Housing scheme loans etc.)	8,457.64	6,00,575.90
To Miscellaneous :—			Excise duty	30,634.84	
Sale of Books (Directory of Estates)	30.00		Excise duty suspense (including cheques for collection)	14,158.35	
Distribution of clonal seeds	71,294.00		Licence fee	22,417.00	
Sale of seedlings from Board's nurseries	9,524.50		Licence fee (suspense) including cheques for collection	15,504.37	
Experiment Station			Receipts to be refunded	66.45	
Sundry receipts	224.50		General Fund	5,17,794.89	6,00,575.90
Sundry receipts	191.65				
Interest on current account and car loans	514.48		Rubber Board Provident Fund :		
Sale of pamphlets	219.79	81,998.92	Rs. 6400-3% 1970-75 G. I. 1st Development Loan	6,412.62	
All India Services			Rs. 21100-3% 1986 G.I. Loan	18,924.50	
Provident Fund	1,250.00		Rs. 26600-4% 1963 T.C. loan	26,560.69	
Staff Insurance	3,440.60		Rs. 42000-4% 1968 T.C. loan	41,543.41	
Staff Incometax	3,138.72		Rs. 8400-4% 1967 Madras loan	8,379.00	
Sundry receipts refundable	850.95		Rs. 10000-4% 1968 Madras loan	9,647.00	
Sundry payments recovd.	361.85		G.I. 3½ % Ten-year Treasury Savings Deposit	2,500.00	
Sundry advances	1,806.00	10,848.12	G.I. 4% Treasury Savings Deposit	7,000.00	
The Rubber Board Provident Fund :		92,847.04	National Plan Savings Certificates (12 years)	3,000.00	
Subscription by members	20,357.36		Post Office Savings Bank, Kottayam	10,635.66	
Contribution by Board	13,058.46				

RECEIPTS		PAYMENTS	
Interest on Govt. Securities	4,157.12	Amount with State Bank of India Cochin,	
Interest on Post Office S. B.	99.15	C/A	13,383.96
Amount recovered from loan to staff	5,023.00	Cash on hand	0.45
Incometax and surcharge	340.80	Amount advanced for purchase of	
Interest on loan to staff	82.79	T. C. Loan	12,200.00
	43,118.68		1,60,187.29
	<u>43,26,083.74</u>		<u>43,26,083.74</u>

*Less amount transferred from last year's.

KOTTAYAM,
14th February, 1961.

Sd/ S. K. MOORTHY,
Secretary.

Certified that the foregoing account of receipts and payments were examined in accordance with Section 24(2) of the Rubber (Production and Marketing) Act, 1947 and that subject to the observations made separately the payments made as shown therein have been expended in pursuance of the purposes of the Act.

TRIVANDRUM,
18-9-61.

Sd/- K. HARIHARA IYER,
Asstt. Accounts Officer.

[No. 20(8)Plant(B) 61.]

B. KRISHNAMURTHY, Under Secy.

(Textile (D) Section)

New Delhi, the 2nd April 1962

S.O. 1059.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order, namely:—

1. Short title and commencement.—(1) This Order may be called the Art Silk Textiles (Production and Distribution) Control Order, 1962.

(2) It shall come into force at once.

2. Definitions.—In this Order, unless the context otherwise requires,—

- (a) “art silk yarn” means yarn manufactured from cellulosic and non-cellulosic materials and includes (a) man-made cellulosic spun fibre yarn, (b) man-made non-cellulosic spun fibre yarn, (c) man-made cellulosic filament yarn and (d) man-made non-cellulosic filament yarn;
- (b) “art silk cloth” means by fabric made wholly from art silk yarn or partly from art silk yarn and partly from any other yarn provided such fabric contains not less than 60 per cent of art silk yarn;
- (c) “dealer” means a person carrying on the business of selling art silk yarn or art silk cloth or both, whether wholesale or retail and whether or not in conjunction with any other business;
- (d) “manufacturer” means a manufacturer of art silk yarn or art silk cloth or both and includes a manufacturer of any fabric or article made of art silk yarn or art silk cloth and a processor of art silk yarn or art silk cloth, and “manufacture” shall be construed accordingly;
- (e) “processor” means a person engaged exclusively in any process ancillary to the production of art silk yarn or art silk cloth such as dyeing, bleaching, finishing, twisting, doubling and winding of art silk yarn, and ‘process’ shall be construed accordingly;
- (f) “Textile Commissioner” means the Textile Commissioner and includes the Joint Textile Commissioner and the Industrial Adviser (TP) appointed by the Central Government.

3. Control of Production.—(1) The Textile Commissioner may, where he is satisfied that such action is necessary in order to coordinate production of art silk yarn with the needs of the general public, by order require the manufacturers of art silk yarn or any class of them to produce such varieties of art silk yarn for such periods and in such quantities or proportion as may be specified in the order:

Provided that, in making an order under this sub-clause, the Textile Commissioner shall have due regard to the capacity of the manufacturer to produce different varieties of art silk yarn.

(2) No manufacturer to whom an order made under sub-clause (1) applies, shall produce art silk yarn in contravention of such order.

4. Fixation of prices.—(1) The Textile Commissioner may, by order, fix the maximum prices, ex-factory, wholesale and retail, at which any variety of art silk yarn may be sold.

(2) For the purpose of facilitating the sale of art silk yarn at the prices fixed under sub-clause (1), the Textile Commissioner may specify the manner of packing art silk yarn and the markings to be made thereon.

(3) No manufacturer of or dealer in art silk yarn shall sell or offer for sale art silk yarn at a price in excess of the price fixed under sub-clause (1) or packed or marked in a manner different from the specified under sub-clause (2).

5. Cash Memorandum to be given for sales.—The Textile Commissioner may, by notification in the Official Gazette, require the manufacturers of or dealers in art silk yarn to give a cash memorandum in respect of every sale of art silk yarn in such form as may be specified in the notification.

6. Power to require sale etc.—(1) The Textile Commissioner may, with a view to secure proper distribution of art silk yarn, issue directions to any manufacturer of or dealer in art silk yarn:—

- (a) not to sell any art silk yarn in his possession except under and in accordance with a permit issued by him;
- (b) to sell any stock of art silk yarn held by such manufacturer or dealer to any person specified by the Textile Commissioner.

(2) Every manufacturer and dealer to whom any direction is issued under sub-clause (1) shall comply with such direction.

7. Refusal to sell.—No manufacturer of or dealer in art silk yarn shall, without sufficient cause, refuse to sell art silk yarn to any person.

Explanation.—For the purpose of this clause,—

- (1) the possibility or expectation of obtaining a higher price at a later date shall not be deemed to be a sufficient cause;
- (2) the expressions “manufacturer” and “dealer” shall include any person employed by or acting on behalf of such manufacturer or dealer.

8. Accounts and returns.—Every manufacturer of and every dealer in art silk yarn shall keep such books, accounts and records relating to the business carried on by him and shall furnish such return or information and at such intervals as the Textile Commissioner may require.

9. Provisions to apply to art silk cloth.—The provisions of clause 4 to 8 shall apply in relation to art silk cloth and manufacturers of and dealers in art silk cloth as they apply in relation to art silk yarn and manufacturers of and dealers in art silk yarn.

10. Power of entry, search, etc.—(1) The Textile Commissioner or any officer authorised by him in this behalf may, with a view to securing compliance with this Order or to satisfying himself that this Order has been complied with,—

- (a) require any person to give such information in his possession with respect to any business carried on by that or any other person;
- (b) enter and search any premises in which any manufacturer or dealer is carrying on business and inspect any books or other documents in such premises;
- (c) seize any article therein in respect of which he has reason to believe that this Order has been or is being contravened.

(2) Every person who is required to give any information under sub-clause (1) shall comply with such requisition.

[F. No. 23(2)Tex(D)/61.]

S. VOHRA, Jt. Secy.

(Department of Company Law Administration)

ORDER

New Delhi, the 27th March 1962

S.O. 1060.—In exercise of the powers conferred by Section 3 of the Commissions of Inquiry Act (No. 60 of 1952), the Central Government hereby extends upto the end of July, 1962, the period of time within which the Commission of Inquiry appointed by the Government of India in the Ministry of Finance, Department of Economic Affairs by notification being S.R.O. 2993 dated the 11th December, 1956, as amended by the subsequent notification being S.R.O. 464 dated 11th February, 1957, shall inquire into the matters specified in the notification first mentioned above and report to the Central Government.

Ordered that the Order be published in the Gazette of India for public information.

By Order of and in the name of the President of India.

[No. 9(2)-Admn.II/62.]

D. L. MAZUMDAR, Secy.

(Indian Standards Institution)

New Delhi the 5th February 1962

S. O. 1061.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that twenty-four licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article(s) covered by the licence	Relevant Indian Standard(s)
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L—44 20-1-1958	1-2-62	31-1-63	M/s. Shalimar Tar Products (1935) Limited, 6 Lyons Range, Calcutta.	Naphthalene	IS : 539—1955 Specification for Naphthalene.
2	CM/L—45 20-1-1958	1-2-62	31-1-63	M/s. B. S. & Co. 6 Nabin Chandra Das Lane, Baranagar, Calcutta-36 (Plywood Mills No. 1).	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (Revised)
3	CM/L—46 20-1-1958	1-2-62	31-1-63	M/s. B. S. & Co., P.O. Nagrakata, Distt. Jalpaiguri, West Bengal (Plywood Mills No. 2)	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chest (Revised)
4	CM/L—47 20-1-1958	1-2-62	31-1-63	M/s. Hunsur Plywood Works, P.O. Hunsur (Mysore State)	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (Revised)
5	CM/L—50 20-1-1958	1-2-62	31-1-63	M/s. East India Plywood Co. Private Ltd., 2 Netaji Subhas Road, Calcutta.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (Revised)
6	CM/L—51 20-1-1958	1-2-62	31-1-63	M/s. Jeypore Timber & Veneer Mills (P) Ltd., Dibrugarh, Distt. Lakhimpur, Upper Assam.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chest (Revised)
7	CM/L—52 20-1-1958	1-2-62	31-1-63	The Malabar Plywood Works, Cheruvannur, Feroke (Kerala State).	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chest (Revised)
8	CM/L—53 20-1-1958	1-2-62	31-1-63	M/s. South India Plywood Industries, Market Landing, Kottayam (Kerala State).	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (Revised)
9	CM/L—56 20-1-1958	1-2-62	31-1-63	The Great Indian Plywood Manufacturing Co., 76 Jessore Road, Dum Dum, Calcutta-28.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (Revised)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
10	CM/L—57 20-1-1958	1-2-62	31-1-63	M's. Assam Valley Plywood Private Ltd., 67 B, Netaji Subhas Road, Calcutta-1.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
11	CM/L—58 20-1-1958	1-2-62	31-1-63	M's. Assam Bengal Veneer Industries (P) Ltd., 9 Clive Road, Calcutta-1 (Factory—Calcutta)	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
12	CM/L—59 20-1-1958	1-2-62	31-1-63	M's. Assam Bengal Veneer Industries (P) Ltd., 9 Clive Row, Calcutta-1 (Factory—Oodlabari)	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
13	CM/L—60 20-1-1958	1-2-62	31-1-63	The Standard Furniture Co. Ltd., Kallai, Kozhikode—3 (Kerala State)	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
14	CM/L—113 19-1-1959	1-2-62	31-1-63	M's. Phoenix Plywood Kottayam, Kerala State.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
15	CM/L—114 19-1-1959	1-2-62	31-1-63	M's. Venus Plywood Co., Nemmara P.O., Kerala State.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
16	CM/L—156 20-11-1959	1-2-62	31-1-63	M's. Sulekha Works Limited, Sulekha Park, Jadavpur, Calcutta-32.	Ferro-Gallo Tannate Fountain Pen Ink (0.1 percent Iron Content)	IS : 220—1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 percent Iron Content) (<i>Revised</i>)
17	CM/L—158 15-1-1960	1-2-62	31-1-65	The Aluminium Industries Limited, Hirakund, Sambalpur Distt. (Orissa State)	Steel-Cored and Plain Stranded Aluminium Conductors of all types and sizes specified in IS : 398—1961	IS : 398—1961 Specification for Hard Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes (<i>Revised</i>)
18	CM/L—160 15-1-1960	1-2-62	31-1-63	The Indian Iron & Steel Co. Ltd., 12 Mission Row, Calcutta-1.	Flushing Cisterns	IS : 774—1957 Specification for Flushing Cisterns for Water-Closets and Urinals.
19	CM/L—161 15-1-1960	1-2-62	31-1-63	M's. Patiala Biscuit Manufacturers Private Ltd., Rajpura (Punjab).	Biscuits (Excluding Wafer Biscuits)	IS : 1011—1957 Specification for Biscuits (Excluding Wafer Biscuits)
20	CM/L—226 16-9-1960	1-2-62	31-1-63	M's. Sulekha Works Limited, Sulekha Park, Jadavpur, Calcutta-32.	Dye-Based Fountain Pen Inks, Blue, Green and Red	IS : 1221—1957 Specification for Dye-Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).
21	CM/L—256 29-12-1960	15-1-62	14-1-63	M/s. Tata-Fison Limited, Palluruthy, Cochin-5.	Copper Oxychloride Dusting Powders.	IS : 1506—1959 Specification for Copper Oxychloride Dusting Powders.
22	CM/L—257 29-12-1960	15-1-62	14-1-63	M/s. Tata-Fison Limited, Palluruthy, Cochin-5.	Copper Oxychloride, Water Dispersible Powder Concentrates	IS : 1507—1959 Specification for Copper Oxychloride Water Dispersible Powder Concentrates.

23	CM/L—259 13-1-1961	15-1-62	14-1-63	M/s. Tin Printing & Metal Works Limited, Kamlanagar, Subzi- mandi, Delhi-6.	18-Litre Square Tins	IS : 916—1958 Specification for 18 Litre Square Tins.
24	CM/L—269 30-1-1961	1-2-62	31-1-63	M/s. Flintrock Products Private Ltd., Belvedere Road, Mazagaon, Bombay-10.	DDT Water Dispersible Powder Concentrates.	IS : 565—1955 Specification for DDT Water Dispersible Powder Con- centrates.

[No. MD/12 : 175.]

S.O. 1062.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks/Regulations, 1953, the Indian Standards Institution hereby notifies that nine licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licencees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article/Process covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L—372 11-1-1962	1-2-62	31-1-63	M/s. Tata-Fison Limited, Pandit Motilal Nehru Road, Jumna Kinara, Agra.	BHC Emulsifiable Concentrates	IS : 632—1958 Specification for BHC Emulsifiable Concentrates. (<i>Revised</i>)
2	CM L—373 11-1-1962	1-2-62	31-1-63	The Vasanta Mills Limited, Singanallur, Coimbatore District.	Cotton Yarn, Grey, for Handlooms (Counts 10s, 30s, 20s/2 and 40s/2 only).	IS : 1539—1960 Specification for Cotton Yarn, Grey for Handlooms.
3	CM/L—374 11-1-1962	1-2-62	31-1-63	M/s. Abrol Engineering Co., Circular Road, Kapurthala.	Metal Clad Switches (Capacity 15 and 30 amps. DP, TP, 250 Volts and 500 Volts)	IS : 1567—1960 Specification for Metal Clad Switches (Current Rating not Exceeding 100 Amperes).
4	CM/L—375 12-1-1962	15-1-62	14-1-63	M/s. Balgopaladas Iron & Steel Co. Private Ltd., 5 Gopal Doctor Road, Kidderpore, Calcutta-23.	18-Litre Square Tins	IS : 916—1958 Specification for 18-Litre Square Tins.
5	CM/L—376 16-1-1962	1-2-62	31-1-63	M/s. Surma Valley Sawmills Private Ltd., P.O. Bhangabazar, Assam.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests. (<i>Revised</i>)
6	CM/L—377 25-1-1962	15-2-62	14-2-63	M/s. Travancore Chemical & Manufacturing Co. Ltd., Manjummel, Alwaye (having their Head Office at Manjummel, Post Box No. 19, Alwaye).	BHC Dusting Powder.	IS : 561—1953 Specification for BHC Dusting Powders. (<i>Revised</i>)
7	CM/L—378 25-1-1962	15-2-62	14-2-63	Ms/. Travancore Chemical & Manufacturing Co. Ltd., Manjummel, Alwaye (having their Head Office at Manjummel, Post Box No. 19, Alwaye).	BHC Water Dispersible Powder Concentrates.	IS : 562—1958 Specification for BHC Water Dispersible Powder Concentrates. (<i>Revised</i>)
8	CM/L—379 25-1-1962	15-2-62	14-2-63	The National Screw and Wire Products Ltd., Belur, P.O. Belur Math, Distt. Howrah (having their Regd. Office at 51 Stephen House, 4 Dalhousie Square, East Calcutta-1).	Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes.	IS : 398—1953 Specification for Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes.

- 9 CM/L—380/15-2-62 14-2-63 M/s. Menco Electricals Private Limited, Industrial Estate, Olva-
25-1-1962 kkot (having their Regd. Office at "Prakash" Kunnanur, Pala-
ghat). Metal Clad Switches (Capacity 15 & 30 amps. DP, TP, 250 Volts & 500 Volts). IS : 1567—1960 Specification for Metal Clad Switches (current Rating not exceeding 100 Amperes).


[No. MD/12 : 690.]

New Delhi, the 30th March 1962

S.O. 1063.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purposes of the Indian Standards Institution (Certification Marks) Act, 1952 and the rules and regulations framed thereunder, shall come into force with effect from 15th April 1962.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1	IS:1087 	Single Pole 5-Ampere Tumbler Switches for AC/DC	IS: 1087-1957 Specification for Single Pole 5-Ampere Tumbler Switches for AC/DC	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17 : 2.]

S.O. 1064.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for Single Pole, 5-Ampere Tumbler Switches for AC/DC, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 15th April 1962.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1	Single Pole 5-Ampere Tumbler Switches for AC/DC.	IS: 1087-1957 Specification for single Pole 5-Ampere Tumbler Switches for AC/DC.	100 pieces	20 nP. per unit, with a minimum of Rs. 1000-00 for production during a calendar year.

[No. MD/18 : 2]

C. N. MODAWAL,
Head of the Certification Marks Division.